

MEMORANDUM OF UNDERSTANDING

**THE COUNTY OF SONOMA
AND RELATED AGENCIES**

AND THE

SERVICE EMPLOYEES' INTERNATIONAL UNION 1021

Bargaining Units: 0001, 0005, 0010, 0025, 0080, and 0095

July 13, 2010– August 31, 2012

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SONOMA AND RELATED AGENCIES
AND THE SERVICE EMPLOYEES' INTERNATIONAL UNION 1021
2010-2012**

PREAMBLE

This agreement between the duly appointed representatives of Sonoma County, Sonoma County Water Agency, Northern Sonoma County Air Pollution Control District, the Community Development Commission, Sonoma County Fair and Exposition, Inc., and Sonoma County Agricultural Preservation and Open Space District hereinafter referred to as "County", and SEIU 1021, hereinafter referred to as the "Union", contains the agreement of each concerning wages, hours, and other terms and conditions of employment for the term of this Memorandum. The parties jointly agree to recommend the adoption of this memorandum to the County Board of Supervisors, effective July 13, 2010. This Memorandum shall apply only to those employees in classifications listed within each bargaining unit as provided in Article 2 (Recognition).

ARTICLE 1 - TERM OF MEMORANDUM

The term of this Memorandum of Understanding is effective July 13, 2010 upon ratification by the Union and adoption by the Board of Supervisors and shall expire at 11:59 p.m. on August 31, 2012. The Union shall serve on the County its written request to commence negotiations as well as its initial proposals for any successor Memorandum of Understanding by the first week in March 2012. Negotiations shall commence by the second week of April 2012. The parties agree that all changes contained herein will become effective July 13, 2010, upon adoption by the Board of Supervisors unless otherwise specified.

ARTICLE 2 – RECOGNITION

The County recognizes the Union as the exclusive recognized employee organization for the Clerical Non-Supervisory, Service and Technical Support Non-Supervisory, Maintenance Non-Supervisory, Social Service Non-Supervisory, Nursing Services Non-Supervisory, and General Supervisory bargaining units. The bargaining units consist of all full-time, part-time, and extra-help County employees in the classifications listed in Appendix A. Extra-help employees in such classifications are covered by the terms of this Memorandum except where a provision specifically excludes extra-help employees.

Except as provided within this MOU, the provisions of this agreement may not be waived by an individual employee, group of employees, or by an appointing authority. Any request for a waiver, other than as specifically provided in this MOU, must be submitted in writing to the Director of Human Resources and the Union General Manager. Any such request will be reviewed and approved or denied in writing by both the Director of Human Resources and the Union General Manager.

ARTICLE 3 - DEFINITIONS

- 3.1 Definitions Non-Application
None of the following definitions are intended to apply in the administration of the County Employee's Retirement Law of 1937 or to the County's Civil Service Ordinance nor the Rules of the Civil Service Commission.
- 3.2 Definition of Terms
ACTTC: Auditor-Controller-Treasurer-Tax Collector
Appointing Authority: the board, commission, group of persons, officer, or person having the power by lawfully delegated authority to make appointment to or removal from positions in the County service.

Alternative Work Schedule: A regular fixed schedule which is other than the standard 5/8 schedule (eight hours per day, five days per week). Examples include a 4/10 schedule (ten hours per day, four days per week) or a 9/8/1 schedule (eight, nine hour days and one eight hour day with one day off in a biweekly pay period). Such alternatives are offered to allow workable schedules for employer and employee and must not create overtime as required under any of the Articles of this agreement or as required by law.

Base Hourly Rate: the base hourly rate shall be the hourly rate corresponding to the step in the salary range to which the employee is assigned.

Base Salary: the base hourly rate multiplied by the total hours allocated in the pay period.

Break in Service: a break in employment from the County such as a termination or resignation. A break in service does not occur because an employee is on an unpaid status.

Calendar Year: January 1 through December 31.

Compensatory Time: time off with pay (at the base hourly rate) to which an employee is entitled as provided for in this Memorandum, in lieu of cash compensation.

County: the County of Sonoma, the Sonoma County Water Agency, the Community Development Commission, any of its organizational units or boards and commissions, as administratively determined by the County; may include appointing authority, Board of Supervisors, Chief Administrative Officer or a supervisor.

Day: shall be calendar day unless stated otherwise such as working days (regular work days) or regular County business days (Monday through Friday, absent holidays).

Emergency Operations: the performance of County functions or services necessary, in the opinion of the County, to protect or preserve the lives, safety, health, or property of the County.

Employee: any person legally employed by the County and a member of the bargaining unit represented by the Union.

Employee Full-Time: an employee who is employed in an allocated position which is regularly scheduled for 80 hours of work in each pay period.

Employee 3/4 Part-Time: an employee who is employed in an allocated position which is regularly scheduled for at least 60 hours but less than 80 hours of work per pay period.

Employee Part-Time: an employee who is employed in an allocated position which is regularly scheduled for at least 32 hours but less than 60 hours of work per pay period. Unless otherwise specified in this Memorandum, the term "part-time employee(s)" shall include both "employee 3/4 part-time" and "Employee part-time."

Exempt Employee: an employee who for the purposes of this agreement has been designated by the County as exempt from the provisions of the Fair Labor Standards Act.

Extra-Help Employees: as defined in the Civil Service Rules.

Flex-Time Work Schedule: a non-regular work schedule with or without a consistent pattern as to the number of work hours per day or week, but an arrangement whereby the employee is obligated to perform work and be responsible for flexing the hours of his/her own work schedule in accordance with a written agreement between the employee and the appointing authority.

FTE (Full-Time Equivalent Position): FTE is the relationship that the position has to a full-time position as allocated in the budget (e.g., .75, .5, .4). A full-time position is defined as a position which is regularly scheduled to work 80 hours in a pay period.

Hours Worked: includes all time spent by the employee while the employee is engaged in duties or activities required by the County and pursued necessarily and primarily for the benefit of the County. For the non-exempt employee, hours worked shall also include all hours that work is being performed that the County knows of or has reason to know of.

Inservice Hours: pay status as defined in this MOU up to a maximum of 80 hours in a pay period.

Non-exempt Employee: an employee designated by the County to be covered by the provisions of the Fair Labor Standards Act or an otherwise exempt employee treated as if covered for the administrative convenience of the County.

Pay Date: each employee will be paid for each hour of pay status and other compensation nine (9) calendar days after the end of the pay period. If a holiday falls on said day, payment will be made on the preceding regular County business day. Direct deposit will be available for all

employees entitled to compensation under this Memorandum. All Advice of Deposit forms and payroll warrants will be available to the Department Head or designee, in the Auditor-Controller's office no earlier than 10:00 a.m. on the designated pay date.

Pay Period: each pay period shall consist of fourteen (14) consecutive calendar days and shall start on a Tuesday and end with the second Monday thereafter.

Pay Status: whenever an employee is at work, absent on a paid holiday, absent on leave with pay, or absent on authorized compensatory time off.

Personnel File: the official employee personnel record maintained by the County. Guidelines circulated by the Human Resources Department related to the personnel file are to foster good communications but shall not be considered a part of this MOU.

Probationary Employee: an employee who is serving a probationary period as provided in the Civil Service Rules.

Probationary Period: a period which is used for the adjustment and evaluation of a newly appointed or reassigned employee as provided for in the Civil Service Rules.

Project or Limited Term Position: An allocated position which exists only for a limited period of time for purposes of accomplishing a specific project, grant, or functions. Such positions shall be designated as project or limited term by job class title, attached to a specific project and/or funding source, and limited in duration to sixty (60) consecutive months from the date the position(s) are allocated by the Board of Supervisors.

Promotion: the reassignment of an employee from a position in one class to a position in another class which is allocated to a higher salary range.

Regular Rate of Pay: is as defined in the Fair Labor Standards Act and is used for computing statutory overtime for non-exempt employees. It is calculated by multiplying the employee's base hourly rate by the number of hours worked in a given work period, then adding all standby compensation and any special assignment premiums earned in the work period, then dividing the sum by the number of hours worked in the work period.

Regular Work Day: a 24-hour period beginning at 12:01 am, or as specified by the department and approved by Auditor-Payroll, containing a specified number of work hours (normally 8, 9, 10, or 12 consecutive hours of work) and normally interrupted by a meal break.

Regular Work Period: the fixed, regularly recurring period of either 168 or 336 consecutive hours as determined by the County.

Regular Work Schedule: an employee's specific work days, work weeks, work periods, and work shifts, established on a regular, ongoing basis as determined by the County.

Reprimand: a written warning that failure to correct a specific deficiency or deficiencies may result in further disciplinary action(s) including but not limited to suspension without pay, demotion in classification, reduction in base salary or termination from County employment.

Salary: includes only wages and premiums, but does not include benefits such as insurance, vehicle use, or other economic benefits.

Salary Range: the salary level for any given classification. The salary range shall consist of nine salary steps, each approximately 2-1/2% apart and identified with the letters "A" through "I". Each salary range shall be identified by a number that shall correspond with the cents per hour of the "A" step of that salary range. Similarly, each step of the salary range shall be expressed in cents per hour.

Split Work Day: a 24-hour period beginning at 12:01 a.m., or as specified by the department and approved by Auditor-Payroll, containing no more than 8 or 10 non-consecutive hours of work.

Statutory Overtime: all hours worked by a non-exempt employee in excess of 40 hours in a regular 7 day work period. For non-exempt employees in a regular 14 day work period, it is all hours worked in excess of 8 in a regular work day or all hours worked in excess of 80 in a regular 14 day work period. Statutory overtime does not apply to exempt employees.

Work Shift: the hours which an employee is scheduled to work within a regular or split workday.

The provisions of the FLSA are not hereby incorporated into this contract by the mention of the statute.

ARTICLE 4 - UNION RIGHTS

- 4.1 Union's Recognized Right To Represent
The Union and its authorized representatives have the recognized right to represent all members of the bargaining units on all matters within the scope of representation. An employee has the right to represent himself or herself in accordance with Government Code 3500 et seq.
- 4.2 Union Employee Contact
Subject to approval of the designated management representative, union-paid staff and union stewards are permitted to contact a represented employee during the employee's work hours on matters within the scope of representation.
With the approval of the designated management representative, investigation of grievances or pre-disciplinary investigation may be conducted on an employee's work time. Unless otherwise agreed to by management, meetings with employees for purposes other than those specified shall be conducted on the employee's own time (rest breaks, meal periods, before or after work). The County agrees to provide the Union with a list of designated management representatives and keep such list updated.
- 4.3 Union Meeting Space
Upon Union's request, the County may provide meeting space outside working hours, provided such space is available and Union complies with all departmental rules and County policies. Request for use of facilities shall be made in advance to the Department Head, or designee, and will indicate the date, time, and general purpose of the meeting and facilities needed. Rest breaks and lunch periods are not to be considered within working hours for purpose of this Section (4.3).
- 4.4 Union Communications
The County's interdepartmental messenger service may be used for individual business-oriented communication between employees who are represented by Union and between the paid staff of Union and such employees provided that paid staff of Union shall pick up and deliver all written communications outside the County's normal distribution route. Union understands that the continuance or discontinuance of the interdepartmental messenger service is a matter within the sole discretion of the County.
- 4.5 Union Bulletin Boards
County will furnish adequate bulletin board space measuring no less than 36 x 48 inches. Bulletin boards shall be located in mutually acceptable areas and shall, when possible, be out of plain view of the public. The County shall install new bulletin boards in areas where the Union and the County agree that they are required, with the Union having the option to supply the bulletin boards or to reimburse the County for the cost of the board(s). All materials to be posted on said boards shall be in good taste and strictly impersonal in nature and limited to the legitimate business of the Union. Prior to posting, any material shall be plainly and legibly initialed by an authorized representative of the Union.
- 4.6 Union Employee Lists
The County will provide the Union with a bi-weekly data run of all represented employees showing each employee's name, department and Section code, job classification, employee status, and the employee's home address and social security number. The Human Resources Director and the Union's General Manager may agree to reasonable modifications to the

employee information to meet, if possible, the representational needs of the Union. The Union recognizes the legal right of each employee to the employee's privacy and agrees not to use any information obtained pursuant to this Memorandum, or to allow others to use the information for commercial gain, nor in a manner that would violate those rights. With respect to this promise, the Union agrees to indemnify, defend, and hold harmless the County of Sonoma, its officers, employees, and agents, from any claim, liability, or damage arising from the Union's breach of its duty under this Memorandum.

4.7 New Employee Information and Orientation

The County shall notify new employees that the Union is the recognized employee organization for the employee's classification. The Union shall have the opportunity to make a 10-minute presentation at each new employee orientation program presented by the County Human Resources Department. The content of the presentation shall be worked out by mutual consent of the Director of Human Resources and the General Manager of the Union. Each new employee shall receive a copy of the Union's standard introductory packet, copies of which shall be provided by the Union.

A Union Steward or Field Representative shall be entitled to contact all newly-hired employees for the purpose of providing the new employee with information about the Union. These activities shall be conducted on the Union Steward's and the newly-hired employee's own time.

4.8 Union Stewards

The Union may designate Union Stewards among employees in all bargaining units represented by the Union. Union Stewards have the right and obligation to represent and assist individual employees as provided for in this Memorandum. The Union will provide the County's Employee Relations Manager with a current and updated list of Union Stewards.

Duties required by the Union of its Stewards - excepting attendance at formal meetings with the County, supervisory personnel and aggrieved employees arising out of a pre-disciplinary ("discipline" means oral or written reprimands, suspension without pay, involuntary demotion or discharge) investigation meeting or any meeting under the grievance procedure - shall not interfere with the Union Stewards' or other employees' regular work assignments. No Stewards may leave duty or work for purposes of union representation without the specific approval of the Stewards' supervisor or other authorized management official. Such release will not be capriciously or arbitrarily denied. The Union's request for release time shall not be made capriciously or arbitrarily and time demands on any one employee shall be within reasonable limits.

The Union and the County agree that employee performance evaluation meetings which do not include a discussion of discipline will not create a right for Steward representation or assistance at the meeting.

The County will not take reprisal against any Steward for the Steward's protected activities as provided for under this Memorandum. The County-Wide Joint Labor Management Committee is designated as the body which considers concerns related to Section 4.8 Union Stewards.

4.9 Dues' Check Off and Agency Shop Service Fee Deductions

The County agrees to deduct all union dues, agency shop service fees as provided for in Section 26.2, insurance premiums, and assessments from the pay of those employees who have authorized such deductions. The amounts deducted shall be remitted promptly to the Union, or its designees, with an alphabetical list of the employees from whom deducted. The Union agrees to indemnify, defend, and hold harmless the County, its officers, agents, and employees from any claim, liability, or damage arising from this provision.

4.10 Union Related Payroll Deductions

The Union and County agree that all payroll deductions for employees represented by the Union shall utilize no more than ten (10) data processing codes. The Union agrees to work with the

Auditor-Controller to establish protocols for use of these codes.

4.11

Classification Study Requests

In response to a written request from a Department Head, the Union, or an employee for a reclassification study, the Human Resources Department shall acknowledge receipt of said request and, if possible, indicate the general priority, if known, within 30 calendar days of the date said request is received by the Human Resources Department. The Director of Human Resources or his designee will review the status of pending classification study requests with a staff member of the Union upon request.

Before the Board of Supervisors establishes the salary range for any new class represented by the Union, the County shall meet and confer in good faith with the Union for up to thirty (30) days on the salary range for the new classification. However, there will be no mediation obligation.

4.12

Union Business

Upon request from the Union manager or designee, the County agrees to authorize member(s) of the Union release time to attend to Union business related to County of Sonoma. The Union shall normally request release time four (4) days in advance of the release date. The Union and the County agree that issues will come up where four (4) days advance notification is not possible. The Union will make every effort to notify the County as soon as possible and consider department operations when designating employees for release time in these situations. The Union shall specify in the request whether the time to be used will be paid time or unpaid time.

The Union is authorized a total of 600 hours of paid release time each Fiscal Year except that the Union may roll over up to 100 hours of unused time each fiscal year. Unpaid release time requested by the Union may be taken as paid time if the employee uses accrued vacation or compensatory time off. The Union shall provide a monthly reporting to the Employee Relations Manager with the names and hours used by Union member(s) during County work hours. In all cases release time will not unreasonably interfere with the Department's operations and the Union member(s) shall secure permission from the employee's supervisor before leaving a work assignment.

The Union shall defend, indemnify, hold harmless, release and save the County, its agents and employees, from and against any and all claims, demands, suits, orders, judgments, expenses or other forms of liability arising out of or in connection with this Article and/or any action taken by the County and/or the Union under this Article, including, but not limited to, Union members taking paid release time to attend to Union business. This indemnification clause shall be in addition to any other remedy available to the County under this contract or provision of the law.

4.13

Release Time

Union Business Time for employees shall be provided as specified in this Memorandum of Understanding and as required by law. The table below is provided as a guide only.

<u>Union Business Time</u>	<u>County Release Time</u>
<ul style="list-style-type: none">• Four (4) days advance notice• Completion of release time form.• Approval of Employee Relations and Operational Department designee.• Union time bank hours charged. (see Article 4.12)	<ul style="list-style-type: none">• Pre-approval from Employee Relations and Operational Department designee.• Union time bank hours not charged (see Article 4.12)

<u>Union Business Time</u>	<u>County Release Time</u>
Union Sponsored Classes Steward Training	Joint Labor Management Committees ie, Joint Labor Management Benefits Committee meeting (JLMBC) Housing Assistance Committee (HAC), etc.
Internal Union Matters	County Initiated Informational Meetings/Surveys
Union Safety Meetings	Meet and Confer
Civil Service Commission Meetings – general attendance	Civil Service Commission Meetings (Appellants and Appellant’s Representative)
Meetings with business agents or union officials.	Grievances (Grievant and Representative) -Investigations -Grievance meetings - Arbitration
Union Organizing Campaigns	Notice of Intended Disciplinary action. (Skelly) Meeting
BOS Meetings	Interest Based Bargaining Training
Special Elections and Ratifications	

The Union's request for release time shall not be made capriciously or arbitrarily and time demands on any one employee shall be within reasonable limits and with the approval of the designated supervisory representative.

All other release time requests not contemplated on the list above will be considered Union Business and charged to the Union time bank hours as specified in Article 4.12.

ARTICLE 5 - MANAGEMENT RIGHTS

5.1 Management Rights - Recognition of

Except as limited in this Memorandum, the exclusive rights of the County shall include, but not be limited to, the right to determine the organization of County government and the purpose and mission of its constituent agencies; to set standards of service to be offered to the public; and, through its management officials, to exercise control and discretion over its organization and operations; to establish and effect administrative regulations which are consistent with law and the specific provisions of this Memorandum; to direct its employees; to take disciplinary action; to lay-off its employees; to determine whether County goods or services shall be made, purchased, or contracted for; to determine the methods, means, and personnel by which the County's services are to be provided, purchased, or contracted; to schedule and assign work and overtime; and to otherwise act in the interest of efficient service to the County and the public. The County retains its rights to assign and place volunteers in accordance with County policy.

5.2 Contracting Out Bargaining Unit Work - Union Notice

Prior to the Board of Supervisors taking formal action to contract out bargaining unit work represented by the Union, the Department Head will inform the County Administrator, the Human Resources Department, and the Union in writing of any substantial efforts being undertaken by the Department to consider contracting out such bargaining unit work, will share with the Union any reports on such matters (including any cost benefit analyses) addressed to the Board of Supervisors, and, upon request of the Union, will meet and discuss the contracting out proposal with the Union.

The Auditor Controller-Treasurer- Tax Collector's Office (ACTTC) will develop a report that will list Contract Services Claims paid by the County of Sonoma. The Contract Services report will be produced monthly and sent to SEIU 1021. The ACTTC's Office will provide the Contract Services Paid report to the best of their ability; however, the report may not contain all services paid for that SEIU would consider Contracted Out Bargaining Unit Work.

If the Board of Supervisors decides, by legislative action, to contract out any bargaining unit work, the County will send (hand delivered or by certified mail, return receipt requested) a written 90-calendar day notice to each employee represented by the Union who will lose his or her allocated position or will have his or her regular work schedule reduced as a result of the contracting out action. The County will send the Union copies of all employee notices. The 90-day notice will specify that the employee will lose his or her position or will have a reduction in work hours effective 90 calendar days from the date the employee receives the notice.

If the County should decide to layoff or reduce the work hours of an employee prior to the expiration of the 90-day notice period, the employee shall receive regular pay and benefits for the amount of the employee's regular workdays remaining within the 90-day notice period. In the event that an employee receives a 90-day notice under this Section (5.2), the County will continue to make a reasonable effort to place the affected employee in another available position(s) within the County for which the employee is qualified consistent with applicable Civil Service Rules and other related employment requirements. In return for the foregoing, the Union agrees the County is under no obligation under state law or the County Employee Relations Policy to meet and confer with the Union over either the decision to contract out bargaining unit work or the impact to represented employees resulting from such contracting out. During the 90-day notice period, the Union and the County agree to collaboratively discuss possible options/alternatives to mitigate negative impacts on represented employees.

ARTICLE 6 - EMPLOYEE RIGHTS

6.1 Personnel File - Employee Rights

6.1.1 Personnel File - Inspection of

- a) County and Union agree that the official personnel records are not subject to public inspection except in accordance with law. Except as restricted by law or provided below, employees shall have the right to inspect and review their official personnel record (relating to their performance as an employee which is kept or maintained by the County). Information, records, and materials separately kept by the employee's supervisor are not part of the official personnel file and have no official standing by themselves in disciplinary actions. Supervisory notes and informal correspondence are not to be entered into the employee's official personnel file until they have been seen and signed by the employee or witnessed that the employee has been given a copy for review. Supervisory notes and informal correspondence that are not placed into the employee's official personnel file shall be destroyed three (3) years after the date they were created.
- b) The County shall provide an opportunity for the employee to respond in writing to any information placed in their official personnel record about which the employee disagrees. An employee shall have thirty (30) calendar days, exclusive of previously scheduled leave, from the receipt of the notification (notification shall contain a copy of the documents to be entered) to submit their response. The response shall become a permanent part of the employee's official personnel record. The response shall fully describe the circumstances surrounding the issue(s) with which the employee disagrees and it shall include a statement of facts, supportive documentation, and/or witnesses. The employee shall be responsible for providing the written response to be included as part of

the employee's permanent personnel record.

- c) The contents of employee personnel records shall be made available to the employee for inspection and review at reasonable intervals during the regular business hours of the County.

6.1.2 Personnel Records - That Cannot Be Reviewed

Notwithstanding any other provisions of this Section (6.1), County and Union agree that an employee is not entitled to inspect, review, or copy such documents as reference letters, background investigations, and records pertaining to investigation of a possible criminal offense.

6.1.3 Personnel File - Consent For Union Representative To Review

Should an employee wish to have a Union representative review the employee's own personnel records, the employee will provide the Union representative with a signed letter indicating the employee's consent to have the employee's records reviewed. The Union representative shall present said consent letter to the employee's appointing authority, or designated representative, prior to reviewing the employee's records. The appointing authority shall keep the official personnel records of all employees within the department.

6.2 Personnel File - Review of Adverse Comments Before Entry In

No employee shall have any comment adverse to the employee's interest entered in the employee's official personnel records file which may be used for disciplinary action without the employee having first read and signed, or initialed the document containing the adverse comment. Except that such entry may be made if after reading the document, the employee refuses to sign or initial it. (The employee shall have 30 calendar days from receipt to file a response.) Should an employee refuse to sign or initial the document, that fact shall be noted on the document and signed or initialed by the supervisor. In the event an employee is not available due to resignation, termination, or leave of absence longer than 30 days, to read and sign or initial the document, a copy of the document with a notation stating "c: Personnel file" will be mailed to the employee's last known address. For purposes of this Section, "adverse" shall refer to comments critical of any aspect of the employee's performance of job duties.

6.3 Personnel File - Copy of

All personnel records are and remain the property of the County. At the employee's request, the employee shall be provided one copy of any document placed in the employee's file. An employee must specify the documents that are requested for copying and shall pay the standard County copying fee.

6.4 Performance Evaluation - County Rights

The County reserves the right to determine the method, the means, and the timing or necessity for employee performance evaluations, subject only to the following provisions.

An employee shall be formally evaluated at least annually by the employee's immediate supervisor. However, an employee who is at Step I of the salary range may, at the discretion of the supervisor, be formally evaluated at least bi-annually. Evaluation factors shall be job-related. Performance deficiencies, if any, and necessary corrective actions will be documented in formal evaluations. Evaluations shall include space for employee comments.

6.5 Performance Evaluations - Review of

6.5.1 Performance Evaluation - Request for Department Head Review

Performance evaluations of only full-time and part-time regular employees which do not recommend a merit increase for which they would otherwise be eligible or which have an overall rating of unsatisfactory shall be reviewed by the Department Head at the employee's request.

After review, if the merit increase is not approved or the overall rating remains unsatisfactory, the employee may request mediation.

6.5.2 Performance Evaluation - Request for Mediation

The employee's request for mediation must be presented to the Human Resources Department within 10 calendar days of the receipt by the employee of the decision of the employee's department head. The State Mediation Conciliation Service shall provide the first mediator available. During the review or mediation process, the employee may be assisted by a representative of the employee's choice.

6.5.3 Performance Evaluation - Mediation

The mediator must mediate the dispute within 45 calendar days of the Human Resources Department's receipt of the employee's request providing a mediator is available. Any extension of time must be in writing by mutual agreement.

This Section (6.5) is not grievable nor arbitrable under any existing County procedures or this memorandum.

6.6 Conflict of Interest/Incompatible Activities

6.6.1 Conflict of Interest - Political Reform Act

Each bargaining unit employee who is affected shall be furnished with a copy of the Conflict of Interest Code adopted for the department in which the employee serves. The County Clerk or designee shall maintain forms for statements required of bargaining unit employees by the conflict of interest provisions of the Political Reform Act of 1974, and Conflict Interest Codes adopted thereunder. Executed forms shall be filed with the employee's department.

6.6.2 Incompatible Activities/Outside Employment

The County requires all departments to adopt incompatible activities policies in compliance with State law. (Refer to Section 4.7, commencing with Section 1125 of Chapter 1 of Division 4 of Title I of the California Government Code.) Department Heads shall determine which specific activities are incompatible subject to approval by the Board of Supervisors. Any changes to an existing incompatible activities policy are subject to meet and confer. Employees who violate the department policy are subject to disciplinary action, up to and including termination.

All department incompatible activities policies shall include notice and appeal procedures, as well as the following prohibitions: employment for compensation which is in conflict with the employee's County duties; outside employment involving the use of County time, facilities, equipment or supplies; compensation for work which an employee would ordinarily be required to perform in the course of County duties; performance of work that will later be subject to the control, inspection, or enforcement of another employee in the County; outside employment for which time demands render performance of County duties less efficient.

An employee who is unclear or needs more information regarding proposed or current outside employment shall immediately contact his/her supervisor or department head for review and further direction.

6.6.3 Conflicting Interests - Employee Relationships

The parties agree that conflicts of interest may arise in the following situations:

- a) Employees who have influence over the conditions of employment of a relative.
- b) Employees who have a romantic, sexual, or financial relationship with a subordinate or others over whom they have influence over conditions of employment.
- c) Employees who have a romantic, sexual, or financial relationship with a co-worker over whom they have influence over conditions of employment.

6.7 Discrimination Prohibited - EEO

Provisions of this Memorandum shall be equally applied to all employees in the bargaining units without unlawful discrimination as to age, sex, race, color, creed, national origin, physical or mental disability, medical condition, or political affiliation. The parties agree that the prohibition

against sexual discrimination includes sexual harassment. The County and the Union shall equally share the responsibility of the application of this provision. An employee alleging unlawful discrimination may utilize the County's Equal Employment Opportunity Discrimination Complaint Procedure, but may not use the Grievance Procedure of this Memorandum.

6.8 Discrimination Prohibited - Union Activity

Provisions of this Memorandum shall be equally applied to all employees in the bargaining units without discrimination based on Union activity. Except as otherwise provided in this Memorandum, disputes under this Section (6.8) shall be subject to Article 21 (Grievance Procedure).

6.9 Discipline (SCF&E, Inc.) - Notice and Hearing

6.9.1 Discipline (SCF&E, Inc.) - Termination at Will

All employees who work at the Sonoma County Fair may be terminated at will. However, all employees who have worked at the Sonoma County Fair in an allocated position for at least 1040 hours shall be entitled to the notice and hearing provisions of this Article.

6.9.2 Discipline (SCF&E, Inc.) - Written Notice of

If the Fair Manager of the Sonoma County Fair proposes to suspend, involuntarily demote, or dismiss an employee as defined in Subsection 6.9.1, he or she shall provide the employee with written notice of the reason or reasons and materials upon which the proposed action is based prior to taking any final action. The employee may waive the right to respond. Responses may be oral or written and shall be communicated to the Fair Manager within three (3) working days following the date of service of notice. If no response or request for extension of time to respond is received by the Fair Manager within such three (3) working days, the right to respond will be deemed waived. The Fair Manager may place the affected employee on leave of absence with pay during the three (3) working day response period. Upon receipt of employee's written request within such three (3) working days, showing good cause therefore, the Fair Manager may extend the time for response for a reasonable period not to exceed ten (10) calendar days from the time of service of the notice on condition that the employee designate in writing that the time extension shall be charged to earned vacation leave, compensatory time credits, or leave of absence without pay. The Fair Manager shall consider the response, if any, in determining the propriety of the proposed discipline.

6.9.3 Discipline (SCF&E, Inc.) - Appeal Manager's Decision

If the Fair Manager determines to suspend, involuntarily demote, or dismiss the employee, the order of the Fair Manager shall be in writing and shall state specifically the reason for the action. The employee may appeal a decision of the Fair Manager by filing a petition for hearing with the Personnel Committee of the Sonoma County Fair within ten working days of receipt of the order. The petition shall state whether the employee requests an open or closed hearing.

6.9.4 Discipline (SCF&E, Inc.) - Appeal Hearing Dates

Within thirty working days of receipt of a petition, the matter shall be placed on the agenda of the Personnel Committee for purposes of setting a hearing date.

6.9.5 Discipline (SCF&E, Inc.) - Personnel Committee - Order of Hearing

At a hearing before the Personnel Committee, the Fair Manager or his or her representative, shall first explain the reasons for the decision to suspend, involuntarily demote, or dismiss the employee. Following the Fair Manager's presentation, the employee or his or her representative shall have the right to ask questions of the Fair Manager or any other persons who have presented information on behalf of the Fair Manager. The employee, or his or her representative, shall then be allowed to state his or her reasons why he or she should not be subject to such

action by the Fair Manager. The Fair Manager, or his or her representative, may ask questions of the employee or any other persons who present information on behalf of the employee. Thereafter, both the Fair Manager and the employee may present such additional information to the Personnel Committee that is intended to rebut the statements presented earlier by the opposing side. The hearing need not be conducted according to technical rules of evidence. The decision of the Personnel Committee shall be final.

6.9.6 Discipline (SCF&E, Inc.) - Right To Closed Session

Any decision made by the Personnel Committee pursuant to this Article is a personnel matter, and the committee may hear and consider the matter in closed session.

6.9.7 Discipline (SCF&E, Inc.) - Continued Employment

For an employee who works at the Sonoma County Fair, this Article shall not be construed to create any right to continued employment that would give rise to procedural requirements beyond those specifically described herein.

6.9.8 Discipline (SCF&E, Inc.) - Not Grievable

This Section (6.9) is not subject to grievance or arbitration under the procedures in this Memorandum or any other procedure or policy of the County.

6.10 Discipline (Water Agency) - Notice and Hearing

6.10.1 Discipline (Water Agency) - Disciplinary Action

The General Manager/Chief Engineer may take disciplinary action against any employee.

6.10.2 Discipline (Water Agency) - Definitions Full-time/Part-Time Employee

For purposes of this Section (6.10), full-time employee means a full-time employee as defined in this Memorandum who has completed six (6) months of satisfactory full-time service (1,040 hours) in an allocated position. For purposes of this Section (6.10), a part-time employee means a part-time employee defined in this Memorandum who, in addition has completed 1040 hours of satisfactory service in an allocated position.

6.10.3 Discipline (Water Agency) - Other Than Full/Part-Time Employee

All employees of the Water Agency, other than full-time or part-time employees as defined in Subsection 6.10.2, serve at the pleasure of the General Manager/Chief Engineer.

6.10.4 Discipline (Water Agency) - Discipline Process

The General Manager/Chief Engineer may dismiss, suspend, or involuntarily demote a full-time or part-time employee only for cause:

- a) If the General Manager/Chief Engineer proposes to dismiss, suspend, or involuntarily demote a full-time or part-time employee, he/she shall provide the employee with written notice of the charge, or charges and materials upon which the proposed action is based, prior to any final disciplinary action being taken. The employee may waive the right to respond. If made, responses may be oral or written and shall be communicated to the General Manager/Chief Engineer within three (3) working days following the date notice is served. If no response, or request for extension of time to respond, is received by the General Manager/Chief Engineer within such three (3) days, the right to respond will be deemed waived. The General Manager/Chief Engineer may place the affected employee on leave of absence with pay during the three-day response period. Upon receipt of employee's written request within such three (3) days showing good cause therefore, the General Manager/Chief Engineer may extend the time for response for a reasonable period on condition that the employee designate in writing that the time extension shall be charged to earned vacation leave, compensatory time credits, or leave of absence without pay. A reasonable period shall not

exceed ten (10) days from the time of service of the notice. The General Manager/Chief Engineer shall consider the response, if any, of the employee in determining the propriety and nature of disciplinary action.

- b) If the General Manager/Chief Engineer determines to dismiss, suspend, or involuntarily demote a full-time or part-time employee, the order of the General Manager/Chief Engineer shall be in writing and shall state specifically the reason for the action. The employee may appeal a decision of the General Manager/Chief Engineer to dismiss, suspend, or involuntarily demote the employee by filing a petition for hearing with the Board of Directors within ten (10) working days of receipt of the order. The petition shall state whether the employee requests an open or closed hearing.
- c) Within thirty (30) days of receipt of a petition, the matter shall be placed on the agenda of the Board of Directors for purposes of setting a hearing date.
- d) The Board of Directors may, in its discretion, appoint a hearing officer to hear the appeal. The hearing officer shall be an employee of the State Office of Administrative Hearings or a member of the State Bar of California. A hearing before the hearing officer shall be conducted in the manner of hearings conducted under the Administrative Procedure Act. The hearing officer may affirm, modify, or revoke a decision of the General Manager/Chief Engineer. The decision of the hearing officer shall be final.
- e) At a hearing before the Board of Directors, witnesses shall testify under oath and there shall be a right to cross-examination. There shall be no right to discovery. The hearing need not be conducted according to technical rules relating to evidence and witnesses. The rules of evidence and the manner of producing evidence shall be those rules set forth in Section 11513 of the Government Code for the conduct of hearings under the Administration Procedure Act. The decision of the Board shall be final.
- f) At either a hearing before a hearing officer or before the Board of Directors, the appointing authority shall have the burden of proving the charges by a preponderance of the evidence. The appointing authority shall open the case and present his evidence. The employee shall then present his defense. Thereafter, each side may present rebuttal evidence.
- g) Any decision made by the Board of Directors pursuant to this Section (6.10) is a personnel matter and the Board may hear and consider the matter in closed session.
- h) Costs of a hearing officer shall be shared by the parties. If a party requests a court reporter, the requesting party shall bear the costs associated therewith, and shall provide a copy of the transcript to the other party and the hearing officer without charge.
- i) This Section (6.10) shall not be construed to create any property right that would give rise to procedural due process beyond that specifically described herein.
- j) This Section (6.10) is not subject to grievance or arbitration under the procedures in this Memorandum or pursuant to any other procedure or policy of the County.

6.11 Reassignment - Employee Rights Upon

Whenever an employee is reassigned from one County agency to another without a break in pay status of greater than two working days, service with one agency shall be counted as service with the other entity for purposes of accrual, accumulation, and use of paid vacation, sick leave, and entitlement to salary step placement. Each such employee shall also retain the same benefits to which he/she was entitled immediately prior to the reassignment. Upon each reassignment, the employee shall be paid for unused overtime credits in the same manner as provided by this agreement upon separation, and such unused overtime credits shall not be transferred from one entity to another.

6.12 Discipline (Community Development Commission) - Notice and Hearing

6.12.1 Discipline (Community Development Commission) - Disciplinary Action

The Executive Director may take disciplinary action against any employee.

- 6.12.2 Discipline (Community Development Commission) - Definitions Full-time/Part-Time Employee
For purposes of this Section (6.12), full-time employee means a full-time employee as defined in this Memorandum who has completed six (6) months of satisfactory full-time service (1,040 hours) in an allocated position. For purposes of this Section (6.12), a part-time employee means a part-time employee defined in this Memorandum who, in addition has completed 1040 hours of satisfactory service in an allocated position.
- 6.12.3 Discipline (Community Development Commission) - Other Than Full/Part-Time Employee
All employees of the Community Development Commission, other than full-time or part-time employees as defined in Subsection 6.12.2, serve at the pleasure of the Executive Director.
- 6.12.4 Discipline (Community Development Commission) - Discipline Process
The Executive Director may dismiss, suspend, reduce in compensation or involuntarily demote a full-time or part-time employee only for cause. A reduction in pay shall apply to regular hours worked, including hours treated as hours worked such as administrative leave, jury duty, military leave and compassionate leave. A rate reduction excludes premiums, overtime, use of sick leave, vacation leave, and compensatory time accrued and buyback or payoff of sick, vacation and compensatory accrued leaves. Reduction in pay shall not exceed 5 percent of employee's salary step prior to the reduction and shall not exceed 1040 hours in duration.
- a) If the Executive Director proposes to dismiss, suspend, reduce in compensation or involuntarily demote a full-time or part-time employee, he/she shall provide the employee with written notice of the charge, or charges and materials upon which the proposed action is based, prior to any final disciplinary action being taken. The employee may waive the right to respond. If made, responses may be oral or written and shall be communicated to the Executive Director within three (3) working days following the date notice is served. If no response, or request for extension of time to respond is received by the Executive Director within such three (3) days, the right to respond will be deemed waived. The Executive Director may place the affected employee on leave of absence with pay during the three-day response period. Upon receipt of employee's written request within such three (3) days showing good cause therefore, the Executive Director may extend the time for response for a reasonable period on condition that the employee designate in writing that the time extension shall be charged to earned vacation leave, compensatory time credits, or leave of absence without pay. A reasonable period shall not exceed ten (10) days from the time of service of the notice. The Executive Director shall consider the response, if any, of the employee in determining the propriety and nature of disciplinary action.
 - b) If the Executive Director determines to dismiss, suspend, reduce in compensation or involuntarily demote a full-time or part-time employee, the order of the Executive Director shall be in writing and shall state specifically the reason for the action. The employee may appeal a decision of the Executive Director to dismiss, suspend, reduce in compensation or involuntarily demote the employee by filing a petition for hearing with the Clerk of the Board of Commissioners with a copy to the Director of Human Resources within ten (10) working days of receipt of the order. The petition shall state whether the employee requests an open or closed hearing.
 - c) Within thirty (30) days of receipt of a petition, the matter shall be placed on the agenda of the Board of Commissioners for purposes of setting a hearing date.
 - d) The Board of Commissioners may, in its discretion, appoint a hearing officer to hear the appeal. The hearing officer shall be an employee of the State Office of Administrative Hearings or a member of the State Bar of California. A hearing before the hearing officer shall be conducted in the manner of hearings conducted under the Administrative Procedure Act. The decision of the hearing officer shall be final.
 - e) The Director of Human Resources shall schedule a prehearing conference, to be held at least thirty (30) days before the scheduled date of the hearing. Each party shall attend the

prehearing conference with their respective representatives, if any, and shall have a thorough knowledge of the case and be prepared to attempt to resolve the appeal if possible. The prehearing conference shall be confidential and offers of compromise shall not be admissible as evidence. If the parties reach a settlement at the prehearing conference, it shall be reduced to writing and when signed be binding on the parties.

- f) If no settlement is reached, at either a hearing before a hearing officer or before the Board of Commissioners, the appointing authority shall have the burden of proving the charges by a preponderance of the evidence. The appointing authority shall open the case and present his/her evidence. The employee shall then present his/her defense. Thereafter, each side may present rebuttal evidence.
- g) Any decision made by the Board of Commissioners pursuant to this Section (6.12) is a personnel matter and the Board may hear and consider the matter in closed session.
- h) Costs of a hearing officer shall be shared by the parties. If a party requests a court reporter, the requesting party shall bear the costs associated therewith, and shall provide a copy of the transcript to the other party and the hearing officer without charge.
- i) This Section (6.12) is not subject to grievance or arbitration under the procedures in this Memorandum or pursuant to any other procedure or policy of the County.

ARTICLE 7 - HOURS AND OVERTIME

7.1 Hours and Overtime Application

This Article is intended only as a basis for outlining standards for hours of work, work schedules, and a basis for calculating overtime payments. Hours specified under types of employment indicate a commitment by the County to minimum and maximum hours each employee is to be regularly scheduled, as long as there is sufficient work.

7.2 Employment - Types of

Full-Time: An allocated position that is regularly scheduled for 80 hours of work in a pay period.

3/4 Part-Time: An allocated position which is regularly scheduled for at least 60 hours, but less than 80 hours of work in a pay period.

Part-Time: An allocated position which is regularly scheduled for at least 32 hours, but less than 60 hours of work in a pay period.

Extra-help: A non-allocated assignment of duties which is defined in the Civil Service Rules.

7.3 Schedule - Modification of Work

The County reserves the right to establish and modify work schedules.

7.4 Schedule – Flex-Time Work

The County reserves the right to utilize a flex-time schedule. Employees may request and department heads may utilize flex-time and alternative work schedules whenever such schedules will be beneficial to the County. As defined in Section 3.2, (definitions) an employee and the employee's appointing authority must agree to and complete a written agreement specifying the scheduled days of the week and hours to be regularly worked for the flex-time assignment. Exempt employees assigned to a flex-time schedule will be eligible for overtime compensation only when the employee's pay status hours (excluding the holiday benefit which falls on the employee's day off) exceed 80 in a pay period. Non-exempt employees assigned to a flex-time schedule will be eligible for overtime compensation when required by law or when the employee's pay status hours (excluding the holiday benefit which falls on the employee's day off) exceed 40 in the employee's regular 7 day work period. The County reserves the right to discontinue the flex-time schedule and reassign an employee to a normal daily work schedule based on the operational needs of the department.

An employee who flexes his/her daily/weekly schedule for his or her own convenience shall not

use paid leave time to create eligibility for overtime under the contract. An employee required by the department to work overtime shall be paid according to the overtime provisions of this MOU, or as required by law.

7.4.1 9/8/1 Alternative Work Schedule

The 9/8/1 Alternative Work Schedule, is intended to enhance County service and accommodate employee lifestyle and work preferences, while not adversely affecting the interests of the County, departments, other employees, or the public. The policy, procedures, and criteria for the evaluation, authorization, and implementation of the 9/8/1 Alternative Work Schedule is outlined in Appendix C herein.

7.5 Schedule - Posting of Work

For the convenience of employees, work schedules will be posted in advance.

7.6 Schedule - Notice Required for Change in Work

Except in cases where emergency operations require, notice of a change in work schedule arising from other than transfer or promotion shall be given to the affected employee not less than seven (7) calendar days prior to the effective date of the schedule change.

Failure to give the seven (7) day notice to a full-time employee shall entitle the affected employee to compensation equaling one and one-half times the employee's base hourly rate for all hours actually worked on the new schedule which are at variance from the employee's previous schedule until seven (7) calendar days notice is given. However, for each such hour worked that constitutes statutory overtime as defined in Section 7.11, compensation shall be based on the regular rate of pay.

If any full-time employee has been given seven (7) calendar days advance notice of a shift change and the shift change results in the employee doubling back to work the new shift after leaving the worksite, all hours worked on the new shift within the employee's same work day as the former shift will be paid at the employee's base hourly rate, not at overtime, except as otherwise required by law.

Part-time employees shall not be paid at time and one-half for changes in schedule unless it results in overtime due and payable under Sections 7.11, 7.12, 7.13, or 7.14 of this M.O.U.

7.7 Schedule - Employee Preference for Change in Work

Notwithstanding Sections 7.11, 7.12, or 7.13, if an employee requests in writing a change in schedule for the employee's own convenience, and such request is approved, the employee shall waive compensation for time and a half compensation, as provided in Section 7.6, resulting from the schedule change as long as the total number of hours in pay status does not exceed 80 in any one pay period or unless compensation for overtime is required by law.

7.8 Schedule - Voluntary Exchanges of Work in Department of Health Services 24 Hour Service Units

Consistent with departmental policy, voluntary exchanges in scheduling between employees must be within the same or related work unit and involve persons of comparable classification and ability. Prior approval of the appointing authority or designee is required for all voluntary exchanges of schedules.

Employees working in Department of Health Services 24 Hour Service Units (such as: Psychiatric Emergency Services and AODS Orenda Center) shall waive overtime resulting from this schedule change unless the hours in pay status exceed 80 hours in any one pay period or unless otherwise required by law.

7.9 Schedule - Voluntary Exchanges of Work (Sheriff)

Consistent with departmental policy, voluntary exchanges in scheduling between employees must be within the same or related work unit and involve persons of comparable classification and ability. Prior approval of the appointing authority or designee is required for all voluntary

exchanges of schedules. Employees of the Sheriff Department shall waive overtime resulting from this schedule change unless required by law.

7.10 Schedule - Weekend (Mental Health & Public Health Divisions)

A weekend shall be defined by the appointing authority for each employee as Friday/Saturday, Saturday/Sunday, or Sunday/Monday. Except in an emergency, the County intends to make every effort to grant every other weekend off to full-time and part-time employees in positions in the Mental Health and Public Health Divisions of the Department of Health Services. This provision shall not prevent employees who choose to work every weekend from doing so. The appointing authority reserves the right to redesignate the respective weekend for each employee.

7.11 Overtime - Statutory - Non-Exempt Employee

Overtime for the non-exempt employee is divided into statutory overtime and non-statutory overtime. Statutory overtime for the non-exempt employee is defined as all hours worked in excess of 40 hours in a regular 7 day work period; or, for employees on a regular 14 day work period, it is all hours worked in excess of 8 in a regular work day or all hours worked in excess of 80 in a regular 14 day work period. Statutory overtime may not be waived, as it is required by law.

7.12 Overtime - Non-Statutory - Non-Exempt Employee

Non-statutory overtime for non-exempt employees is defined as all hours worked in excess of 40 hours in pay status in a 7 day work period or in excess of 80 pay status hours in a 14 day work period; or hours worked in excess of the normal full-time daily work schedule established by the appointing authority (in excess of 8 hours for the 5/8 schedule, 9 hours for the 9/8/1 schedule, or 10 hours for the 4/10 schedule); or any other circumstance except Section 7.11 where overtime pay is provided for non-exempt employees elsewhere in this Memorandum. Except for the Elections Department and the Fair & Exposition, Inc. during the term of the annual Sonoma County Fair, overtime is also defined as hours actually worked on the seventh consecutive full (8, 9 or 10 hour) day and any consecutive full (8, 9, or 10 hour) days worked thereafter; however, individual employees may waive such overtime with the consent of the Union.

7.13 Overtime - Non-Statutory - Exempt Employees

Non-statutory overtime for exempt employees is defined as all hours worked in excess of 80 pay status hours in a pay period; or hours worked in excess of the normal full-time daily work schedule established by the appointing authority on a regular work day (in excess of 8 hours for the 5/8 schedule, 9 hours for the 9/8/1 schedule, or 10 hours for the 4/10 schedule); or any other circumstance where overtime pay is provided for exempt employees elsewhere in this Memorandum. Except for the Elections Department, overtime is also defined as hours actually worked on the seventh consecutive full (8, 9, or 10) day and any consecutive full (8, 9, or 10) days worked thereafter; however, individual employees may waive such overtime with the consent of the Union.

7.14 Overtime - Daily Shift for Part-time & Extra-Help Employees

In addition to Sections 7.11, 7.12, or 7.13, a part-time or extra-help employee whose hours worked are in excess of a normal full-time daily work shift (in excess of 8 hours for the 5/8 schedule, 9 hours for the 9/8/1 schedule, or 10 hours for the 4/10 schedule) established by the appointing authority with a portion of the time worked extending past the end of the employee's regular work day shall be entitled to overtime for all hours worked over the normal full-time work shift. Such overtime hours worked shall not count in the computation of overtime for non-consecutive hours worked later in same regular workday except as required by law.

7.15 Overtime - Not Cumulative

Overtime eligibility provisions are not cumulative. An employee shall not be entitled to multiple overtime compensation even though more than one of the conditions set forth above may apply with respect to a particular unit of time.

7.16 Overtime - Assignment of

An appointing authority may require and authorize an employee to work overtime if such overtime is essential to the continuing efficient operation of the department in which the employee works. No employee shall work overtime unless authorized by the employee's designated supervisor. Except in emergency operations or in the Election's Division of the County Clerk's Department during an election, no bargaining unit employee shall be required to work in excess of 16 hours in any 24-hour period.

7.17 Overtime - Compensation Rate

All overtime, except as provided below, shall be earned at the rate of one and one half (1-1/2) hours for each one (1) overtime hour worked. Overtime compensation for non-exempt employees will be payable with compensation for the pay period in which the regular work week ends or later as permissible by law.

Overtime shall be earned at the rate of 1-1/2 hours for each one (1) overtime hour worked through the twelfth consecutive hour, and after the twelfth consecutive hour, overtime shall be earned at the rate of two (2) hours for each one (1) overtime hour worked.

7.18 Overtime - Compensation for Exempt Employees

An exempt employee shall be compensated for accrued overtime either in cash at the employee's base hourly rate or as compensatory time off. Compensatory time is an option only for those hours the employee has worked above the minimum FTE allocated to the position.

7.19 Overtime - Compensation for Non-Exempt Employees

A non-exempt employee shall be compensated for overtime earned either in cash or as compensatory time off. Statutory overtime shall be compensated in accordance with law utilizing all permissive credits. Non-statutory overtime earned shall be compensated either in cash at the employee's base hourly rate or as compensatory time off. Compensatory time is an option only for those hours the employee has worked above the minimum FTE allocated to the position.

7.20 Compensatory Time Off - Employee Choice

The employee assigned to overtime and eligible for compensatory time off as specified in Sections 7.17, 7.18, and 7.19 shall make an irrevocable choice each time such overtime is accrued whether to be compensated in cash at the base hourly rate or in compensatory time off until a maximum of forty (40) hours of compensatory time have been accrued.

7.21 Compensatory Time Off - County Choice

The appointing authority in each County department has the right to specify how an employee will be compensated for eligible overtime after (40) hours of compensatory time have been accumulated and until a maximum of eighty (80) hours of compensatory time have been accumulated. Once compensatory time hours in excess of 40 are accrued the appointing authority will not require the employee to cash them out. At no time, other than separation, shall an employee voluntarily or involuntarily "cash out" compensatory time that has been accrued.

7.22 Overtime - Cash Pay Only

When eighty (80) hours of compensatory time are accumulated, the department will compensate the employee in cash at the base hourly rate for any additional overtime worked.

7.23 Compensatory Time Off - Approval for

No employee shall take compensatory time off without prior approval of the employee's appointing authority. The appointing authority shall attempt to schedule such time off at the time agreeable to the employee.

7.24 Compensatory Time Off - Payment at Separation

Each employee who is separated from County service shall be entitled to payment for accrued compensatory time at the employee's base hourly rate at the time of the employee's separation or in accordance with law.

7.25 Overtime - Half-Time Pay Provision

If overtime hours are earned during a pay period and total pay status hours fall below employee's allocated FTE, overtime shall be compensated by separating hours worked into regular time and half-time pay at the base hourly rate for such overtime hours up to a minimum of the employee's allocated biweekly schedule and a maximum total of 80 biweekly hours. All overtime hours in excess of 80 will be compensated as specified in Sections 7.17, 7.18, 7.19, and 7.20.

7.26 Rest Periods

Each Department Head shall grant rest breaks to employees, except where unusual operational demands prevent a rest break. Rest breaks will not be unreasonably or consistently denied. Rest period shall not exceed 15 minutes in any four consecutive hours of work and shall be considered as time worked.

7.27 Meal Period - Duty Free

Employees shall be granted a duty-free meal period during each work shift which exceeds 6 consecutive hours. The duration of the meal period may be not less than 30 minutes nor greater than 60 minutes and will be scheduled as near to the middle of the work shift as reasonably possible.

Different meal periods may be assigned to different work units in the same County department or division. Duty-free meal periods shall not be considered as time worked.

7.28 Meal Period - Non-Duty Free

Notwithstanding Section 7.27 above, in those special circumstances where the County determines a duty-free meal period is not appropriate with the delivery of efficient and productive services to the public, as determined by the appointing authority, the employee shall be assigned to a non-duty free meal period which shall be considered time worked. If the County plans to take action under this subsection, the department shall give the affected employee(s) advance written notice and provide an opportunity for the affected employee(s) to discuss the issue with the appointing authority before final action is taken.

7.29 Callback

Employees who are called back to work when off duty and after having left the worksite shall be entitled to receive a minimum of two (2) hours at time and one-half or overtime accrual for the actual time worked, whichever is greater. Employees in the Maintenance Bargaining Unit who are called back to begin work after midnight but before 6 a.m. of the same day or two hours before the start of the employee's normal work shift, whichever occurs first, shall be entitled to receive a minimum of three (3) hours at time and one-half or time and one-half for the actual time worked, whichever is greater. Employees who are called back to work while on a duty free meal period will be paid according to Article 7.28. Time worked, for which the employee is entitled to compensation, shall include reasonable travel time to and from the employee's residence via the shortest commonly traveled route. No employee shall continue to receive standby pay once called back to work or while receiving call back pay for hours worked, or while guaranteed minimum is paid. For purposes of computing statutory overtime, only time actually worked and travel time

shall be considered.

7.30 Callback - Emergency Response Program

A Social Service Worker IV, a Social Service Supervisor II or a Social Service Supervisor I who is required to go out into the field to respond to an emergency response call shall be entitled to receive a minimum of two (2) hours at time and one-half or overtime for the actual time worked, whichever is greater. Employees who must go out into the field in response to a call between midnight and one hour before the beginning of the employee's normal work shift shall be entitled to receive a minimum of three (3) hours at time and one-half, or overtime compensation for the actual time worked whichever is greater. Time worked for which the employee is entitled to compensation shall include reasonable travel time to and from the employee's residence via the shortest commonly traveled route. In no case shall the employee continue to receive standby pay once called back to work.

7.31 Callback - Animal Control Officer

Notwithstanding Section 7.29 above, an Animal Control Officer on standby who is called back to work shall receive compensation for actual hours worked plus travel time at the applicable overtime rate. While an employee is on callback, the employee shall not receive standby pay.

7.32 Phone Work - Compensation

With the department head's approval, an employee may be called upon to resolve work-related problems by telephone without having to return to the worksite. Compensation for such work shall be a minimum of one hour of overtime compensation for any and all telephone calls received or made within that one hour period. In the event a later telephone call is received after the prior one hour of telephone work time, and the call required the employee to again resolve work-related problems by telephone, the employee shall be paid for an additional one hour of overtime compensation for all telephone calls received within that next hour. Phone work performed during a regularly scheduled telecommuting assignment is not eligible for payment under this Section.

7.33 Employment in More Than One Position

Except for working elections as provided by resolution of the Board of Supervisors, no person employed in a full-time position may be employed by the County of Sonoma in any other full-time, part-time or extra-help position, nor shall any person be employed by the County in two or more part-time positions which will, in combination, provide for more than eighty (80) hours of regularly scheduled work in any pay period.

7.34 FLSA - Non-Applicability of

In the event FLSA is rendered inapplicable to the County, either by legislative or judicial action, then the County shall, from the effective date of such action, treat all employees as if they were exempt.

7.35 FLSA - 14 Day Work Period Option

The Union agrees that the County may apply the regular 14-day work period, allowable under provision 7(J) of the Fair Labor Standards Act, to any non-exempt employee. Consent for all individual employees represented by the Union is granted.

7.36 Minimum Work Time

Any regular employee required to work on any day that is not their normal work day shall be offered a minimum of two consecutive hours of work time. This Article does not apply to employees subject to provisions of Sections 7.29 through 7.32.

ARTICLE 8 - SALARIES AND DEFERRED COMPENSATION

8.1 Salaries

Salary ranges shall be as specified in Appendix A for each classification contained within each of the units represented by the Union.

For the immediate subsequent successor Memorandum of Understanding, the compensation policy will be to consider equity adjustments at 100% of the average maximum monthly salary for each related classification if equity adjustments are negotiated.

8.1.1 Pension Pick Up

The County will pick up 2.25% of the Employee's Share towards Retirement effective the pay-period beginning at 12:01 a.m. on November 4, 2008.

8.2 Salary - Upon Appointment

Except as otherwise provided herein, appointment to any position in any class shall be made at the minimum rate, and advancement to rates greater than the minimum rate shall be within the limits of the salary range for the class.

In exceptional cases after reasonable effort has been made to obtain employees for a particular class at the minimum rate, employment of individuals who possess special qualifications higher than the minimum qualifications prescribed for the particular class may be authorized at a rate higher than the minimum upon recommendation of the appointing authority with approval of the County.

8.3 Salary - Consideration Upon Reappointment or Return

A full-time or part-time employee who resigns in good standing and is reappointed on a full-time or part-time or extra-help basis in the same or a closely related class in the same or a lower salary range within two years of resignation shall not be paid less than two steps below the salary step paid at the time of resignation. Approval of the County is only required if the person is rehired at a salary step which exceeds the salary step paid at the time of resignation.

A full-time or part-time employee who resigns in good standing and, within one month of the date of resignation, is appointed to an extra-help job in any unrelated class may, with approval of the appointing authority, receive the salary step which is closest to but does not exceed the step rate received upon resignation.

8.4 Salary - Extra-Help to Extra-Help or Permanent Appointment

An extra-help employee who is appointed to an allocated part-time or full-time position or on an extra-help basis in any class and without a break in service, shall be paid at a salary step in the appropriate salary range which is nearest in amount to that of the step received in the classification held immediately prior to such appointment. Employment at a higher salary step not to exceed the maximum of the range may be authorized upon recommendation of the appointing authority and approval of the County. This provision does not apply to simultaneous extra-help employment in more than one extra-help position.

8.5 Salary - Upon Return of Extra-Help Employees

When an extra-help employee returns within one year from the date of termination to a classification which the employee previously occupied, the employee shall receive the same salary step of the range as the employee received upon separation. Such employee shall be considered for merit increase when the employee's total hours in pay status before and after separation and restoration equal the number of hours required for a merit increase.

8.6 Salary - Upon Reappointment Following Layoff

Any full-time or part-time employee displaced, laid off, or voluntarily demoted in lieu of layoff and

reappointed within two years from date of layoff in the same class from which separated or in a closely related class in the same salary range or in a lower salary range than the class from which separated, shall be paid at the same salary step in the salary range as the employee was paid at the time of displacement, layoff, or voluntary demotion, or the salary step of the range which is closest to but not exceeding the salary step at which the employee is currently being paid as a County employee, whichever is greater. Such employee shall be considered for merit increase when the employee's total hours in pay status before and after separation and restoration equal the number of hours required for a merit increase.

8.7 Salary - Upon Promotion

Except as otherwise provided herein, any full or part-time employee who is promoted to a position or a class allocated to a higher salary range than the class from which the employee was promoted shall receive the salary step of the appropriate range which would constitute an increase of salary most closely equivalent to five (5) percent of the employee's salary step before promotion, but not less than the minimum salary range of the new class nor greater than the maximum salary step of the new class. If a promotion occurs on the same day a merit increase is due and approved, the merit increase shall be computed first and subsequently the increase due to promotion.

An employee who is promoted shall be considered for a merit increase when the employee's total hours in pay status, exclusive of overtime subsequent to promotion, equals 1040 hours. The effective date of the merit increase shall be in accordance with Section 8.17.

8.8 Salary - Upon Promotion - Advanced Salary Step

Upon promotion of a full-time or part-time employee to a new class, the Human Resources Director may recommend to the County Administrator that the person being promoted shall receive a base hourly rate of pay which is higher than that to which the employee is entitled, but which does not exceed the top salary step of the range.

8.9 Salary - Upon Demotion During Probation

Any full-time or part-time employee who, during the employee's probationary period, is demoted to a class which the employee formerly occupied in good standing during the same period of continuous employment in paid or unpaid status shall have the employee's salary step rate reduced to the salary the employee would have received if the employee had remained in the lower class throughout the employee's period of service in the higher class. The employee's eligibility for merit advancement shall be determined as if the employee had remained in the lower class throughout the period of service in the higher class.

8.10 Salary - Upon Involuntary Demotion

A full or part-time employee, to whom the circumstances described in Section 8.9 above do not apply, who is demoted involuntarily to a position of a class which is allocated to a lower salary range than the class from which the employee is demoted shall have the employee's salary step rate reduced to the salary step in the range for the new class which is the next lower than, or not more than five (5) percent less than the salary step received before demotion, except that such employee shall not be paid more than the maximum of the range of the class to which the employee is demoted. The employee's eligibility for merit advancement shall not change as a result of demotion.

8.11 Salary - Upon Voluntary Demotion

A full or part-time employee, to whom the circumstances described in Section 8.9 above do not apply, who is demoted voluntarily or who displaces as a result of layoff to a position in a class which is allocated to a lower salary range than the class from which the employee is demoted or displaced as a result of layoff shall receive the highest salary step in the range for the new class which does not exceed the salary received before demotion or displacement but not exceeding the

maximum of the salary range for the new class. The employee's eligibility for merit advancement shall not change as a result of demotion or displacement.

8.12 Salary - Upon Reappointment From Voluntary Demotion

Any full-time or part-time employee who is demoted voluntarily and who is reappointed on a full-time or part-time basis in the same class within two years, shall be reappointed at either the same salary step the employee received at the time of demotion or the salary step nearest the amount of the employee's present salary step, whichever is greater.

8.13 Salary - Upon Transfer

A full-time or part-time employee who transfers from one allocated position in the same class or in another similar class for which s/he possesses the minimum qualifications shall be paid at the step in the new range nearest in amount to that received prior to transfer so long as the following condition is met:

The job class has a salary range within a maximum of plus or minus two and a half percent (+ or – 2.5%) of the employee's current salary.

8.14 Salary - Upon Reallocation of Class

An employee in a position of a class which is reallocated from one salary range to another shall continue to receive the same salary step.

8.15 Salary - Upon Reclassification of Position

8.15.1 Salary - Upon Reclassification - Same Salary Range

Whenever a position is reclassified to a class that is allocated to the same salary range, the incumbent shall retain the same salary step received prior to the reclassification if the incumbent is appointed to fill the position in accordance with Civil Service Rules.

8.15.2 Salary - Upon Reclassification - Higher Salary Range

Except as otherwise provided herein, whenever a position is reclassified to a class which is allocated to a higher salary range, the salary step of the incumbent shall be as provided by this Article upon promotion, if the incumbent is appointed to fill the position in accordance with Civil Service Rules.

8.15.3 Salary - Upon Reclassification - Lower Salary Range

Whenever a position is reclassified to a class which is allocated to a lower salary range, the salary of the incumbent shall be as provided by this Article upon voluntary demotion, if the incumbent is appointed to fill the position in accordance with Civil Service Rules. Whenever the effect of reclassification is to reduce the salary of an incumbent appointed to the position, the Board of Supervisors may, upon recommendation by the Director of Human Resources, direct that the incumbent shall continue to receive the previously authorized salary until termination of employment in the position, or until a percentage increase in pay may be authorized, whichever first occurs. Appropriate records shall show such an incumbent as being paid at a special fixed rate (Y rate) of the salary range for the employee's class.

8.16 Merit Advancement Within Salary Range

8.16.1 Merit Increase - Not Automatic

Merit increases within a range shall not be automatic. They shall be based upon merit and shall be made only upon written approval by the employee's department head or appointing authority as expressed in a completed performance evaluation with an overall rating of satisfactory or better. Failure to complete a performance evaluation in a timely manner, assuming an overall rating of satisfactory or better, will not result in loss of salary for the employee due to a delay in the evaluation process. Merit increases shall be made within the appropriate salary range for the class by computing the new salary step rate which is most closely equivalent to five percent (5%)

higher than the previous base hourly rate.

8.16.2 Merit Increase - Total Hours Required

Each employee shall be considered for an initial merit increase when the employee's total in-service hours within the current class equals 1,040 hours. Each such employee shall be considered for subsequent merit increases when the employee's total in-service hours at each step to which advanced equals 2,080 hours.

8.17 Merit Increase - Effective Date

If the employee's date of eligibility for a merit increase occurs during the first 7 (seven) calendar days of the pay period, the merit increase shall be effective the first day of the payroll period in which the employee was eligible. If the employee's date of eligibility for a merit increase occurs during the second 7 (seven) calendar days of the payroll period, the merit increase shall be effective the first day of the following pay period.

8.18 Salary - Survey Data - Successor MOU Negotiations

No later than March 1, 2012, the parties will convene a labor-management survey committee for the purpose of developing criteria to be used in the selection of appropriate survey agencies. The recommendation from the committee shall be presented to the Board for approval.

8.19 Salary - Reduction in Pay Upon Discipline

For a full-time and part-time employee who has his/her pay reduced in accordance with Civil Service Rule 10.4, the reduction in pay shall apply to regular hours worked, including hours treated as hours worked (currently paid administrative leave, jury duty, military leave, and compassionate leave). The rate reduction excludes premiums, overtime, the usage of sick leave, vacation leave and compensatory time accrued. Also excluded are the buyback or payoff of sick, vacation and compensatory accrued leaves. Pursuant to Civil Service Rule 10.4, a reduction in pay shall not exceed five (5) percent of the employee's salary step prior to the reduction and shall not exceed 1040 hours in duration.

8.20 Deferred Compensation

8.20.1 Deferred Compensation - Voluntary Program

The County agrees to maintain the current voluntary deferred compensation plan for bargaining unit members eligible under Federal law and the rules of the deferred compensation plan.

8.20.2 Deferred Compensation - County Paid Program

The County will maintain the County paid deferred compensation plan for bargaining unit members eligible under Federal law and the rules of the deferred compensation plan through FY 09/10.

- a) Beginning FY 04-05 deferred compensation of 1% for all eligible employees was re-directed towards the County cost of implementing the 3% at 60 retirement enhancement, as agreed.

For each full-time or part-time Supervisory Unit (0095) employee covered by Social Security, the County shall deposit .5% percent of an employee's biweekly base salary into the employee's deferred compensation account.

In order to receive such deferred compensation, such employees must be in pay status for at least 50% of the employee's allocated full-time equivalent (FTE) position. County paid deferred compensation under this Subsection (8.20.2) shall be included in the calculations of retirement contributions.

This Section (8.20.2) shall apply to Water Agency employees.

8.20.3 Deferred Compensation - PST/457 Retirement Plan

Part-time (less than 20 hours per week) and extra-help employees represented by the Union who are hired on or after October 1, 1991, shall participate in the PST/457 Deferred Compensation Retirement Plan authorized by IRS Code 457 in lieu of Social Security.

For each extra-help employee or part-time employee not covered by Social Security, except retirees, the County shall contribute to the employee's PST/457 deferred compensation account according to the following schedule:

<u>EMPLOYEE</u>	<u>EMPLOYER</u>
3.5% (3.50%)	4% (4.0%)

The Sonoma County Water Agency employees are not included in the PST/457 Deferred Compensation Retirement Plan as they are presently covered by Social Security.

8.20.4 Deferred Compensation - Employee Appeal

Employees may appeal to the Deferred Compensation Advisory Committee should they have a complaint regarding the administration of this program.

8.20.5 Deferred Compensation - Non-Grievability

The only deferred compensation issue that is grievable or arbitrable is whether the County has made its contribution.

8.20.6 Deferred Compensation - Program Modification

Nothing herein renders the County liable to the Union or any employee for a discontinuance of Internal Revenue Service or Franchise Tax Board approval of any County deferred compensation plan or portion thereof, or the employee becoming ineligible by law or the rules of the plan, to participate in the deferred compensation program(s). The County and the Union agree to meet upon request of either party during the term of this Memorandum to consider the development of additional mutually agreeable deferred compensation investment options.

8.21 Hourly Cash Allowance

The County shall pay each permanent full and part time employee, in addition to their hourly regular earning rate from the salary schedule, a cash allowance of \$3.45 per pay status hour that the employee is in paid status excluding overtime, up to a maximum of 80 hours in a pay period, (or approximately a maximum of \$600.00 per month).

Such hourly cash allowance is compensation for services rendered in that pay- period and shall be taken into account for the purposes of computing employees' final compensation for pension purposes, as well as all usual taxation as their regular earning rate from the salary schedule. It shall not be included on the salary schedule and shall not be impacted by future increases on the salary schedule. It is not intended as a supplement toward medical, dental, or any other insurance or benefit.

ARTICLE 9 - SPECIAL ASSIGNMENT PREMIUMS

9.1 Shift Differential

All employees entitled to receive shift differential premiums as of the first pay period following the execution of this Memorandum shall be paid as follows:

An employee whose shift starts at 7:00 a.m. or later and ends by 7:00 p.m. shall not be eligible for shift pay.

An employee who is assigned to work and actually works 50% or more of his or her assignment

on an evening shift, (2:00 p.m. to 10:00 p.m.), or a night shift, (10:00 p.m. to 8:00 a.m.), is entitled to receive a shift differential premium for hours worked as defined below:

- a) Shift differential premium pay shall be paid only for hours worked on the defined shift.
- b) An employee who is assigned to and works 50% or more of his or her shift hours between 2:00 p.m. and 10:00 p.m. shall receive the evening shift differential premium specified in subsection 9.1.1. The evening shift premium shall be paid for all hours worked after 2:00 p.m. and up to the ending of the assigned shift, if the night shift premium eligibility does not apply.
- c) An employee who is assigned to and works 50% or more of his or her shift hours between 10:00 p.m. and 8:00 a.m. shall receive the night shift premiums specified in subsection 9.1.1. The night shift premium shall be paid for all hours worked after 10:00 p.m. up to the ending of the assigned night shift, if the evening shift premium eligibility does not apply.

9.1.1 Shift Differential - Evening and Night

- a) Evening shift premium: 5% of the base hourly rate per hour, for each eligible hour as specified above 9.1. b).
- b) Night shift premium: 10% of the base hourly rate per hour, for each eligible hour as specified above in 9.1. c).
- c) Night shift premium: 17% of the base hourly rate, per hour for each eligible hour actually worked on a night shift for employees in Nursing Services Bargaining Unit, as specified above in 9.1.

9.1.2 Shift Differential - Split Shift

An employee assigned to and who actually works a split workday shall receive shift differential based on the time at the beginning of each half shift. Split shifts occur with a scheduled break of more than one hour. Each portion of the shift is treated separately as described in 9.1 b) and 9.1 c) above.

9.2 Standby - Defined

Standby duty requires that an employee designated by the appointing authority, be ready to respond as soon as possible, be reachable by telephone or pager, be able to report to work in a reasonable amount of time, and refrain from activities which might impair his/her ability to perform assigned duties. An employee who is released from duty and is assigned by the department to be on standby shall be eligible for standby pay. Standby time is not to be construed as work time. No employee shall be paid for standby duty and other compensable duty simultaneously.

9.3 Standby - Compensation

Except as specified elsewhere in this Article, an employee assigned to standby shall be compensated at the rate of 12% of the "I" step of the Maintenance Supervisor per hour for every hour the employee actually stands by.

9.4 Standby - Animal Control Officer

An employee in the classes of Animal Control Officer I, Animal Control Officer II, and Supervising Animal Control Officer, shall be available for assignment to standby when off duty for a period of time as designated by the appointing authority. Each employee in the above stated classes who is assigned to standby duty shall be compensated for actual time on standby assignment at the rate of 30% of "I" Step of the salary range for Animal Control Officer II. An employee assigned to standby under this Section shall have the right to voluntarily exchange the employee's standby assignment with a fellow officer subject to approval by the supervisor or appointing authority. No overtime will occur as a result of voluntary exchange of standby assignment.

9.5 Standby - Department of Health Services

- 9.5.1 Standby - Nursing
A licensed nursing employee of the Department of Health Services shall be available for assignment by the appointing authority to standby when off duty. Each such employee who is assigned to standby shall be paid at the rate of \$5.66 per hour for each hour the employee actually stands by.
- 9.5.2 Standby - Hazardous Substance Response Team
Currently, no SEIU classification is assigned to the Hazardous Substance Response Team (HSRT). In the future, if any SEIU classifications are assigned to the HSRT, the parties agree to meet and confer.
- 9.6 Standby - Human Services – Emergency Response Program
Assignment to standby in the Emergency Response Program (ERP), or its successor program, shall, whenever possible, be voluntary.
- 9.6.1 Standby - HS - ERP - Child Protective Services (CPS) Assignment
All Social Worker IVs and Social Service Supervisors II shall be allowed to volunteer for the ERP standby duty. Whenever a minimum of 8 employees is willing to participate voluntarily, the program will be operated on a voluntary basis. If fewer than 8 employees are willing to participate voluntarily for the ERP standby duty, the assignment to ERP standby will be mandatory for Social Worker IVs assigned to the Emergency Response Program (or its successor program). Regardless of whether the assignment is voluntary or mandatory, the current system of providing emergency response coverage to the Valley of the Moon Children's Home shall not be changed during the term of this agreement without Management first meeting and conferring with the Union.
- 9.6.2 Standby - HS - ERP - Adult Protective Services (APS) Assignment
The priority order of the voluntary standby and callback rotation is as follows:
 1. Adult & Aging Division Social Worker IV, Social Service Supervisor II, and Social Service Supervisor I with a minimum of one year's experience as a Social Worker IV.
 2. Adult & Aging Division Social Service Supervisor I.
 3. Social Service Supervisor II and Social Worker IV in Child Protective Services, FY&C Division, after receiving Adult & Aging Division training.

If all weeks of the 13-week rotation period are not covered by group 1 (above), group 2 will be used. If use of both groups 1 and 2 does not provide sufficient voluntary coverage, group 3 will be used. Eligible employees may volunteer for more than 1 one-week rotation in each 13-week period, subject to the review of the employee's supervisor.
- 9.6.3 Standby - HS - ERP - Assignment Trades/Shares
Employees shall be allowed to trade their week of standby duty assignments with the approval of the supervisor.
Two employees may share the weekly standby assignment with approval of the scheduling supervisor. Such request must be submitted in advance and in writing. In no case shall the time be divided into segments of less than a full 24-hour period.
- 9.6.4 Standby - HS - ERP Compensation
A Social Service Worker IV, a Social Services Supervisor II or a Social Services Supervisor I assigned to ERP standby duty shall receive 20% premium pay above the employee's base hourly rate for each hour the employee actually stands by. Each employee assigned to standby duty shall be entitled to 8 hours of compensatory time off for each holiday which falls within the standby assignment. Such employee shall receive this compensation for being on standby.
Standby time is not construed as work time.

9.6.5 Standby - HS - ERP Telephone Compensation

An employee on ERP standby may be called upon to resolve problems by telephone without returning to the worksite or going out into the field. Notwithstanding Section 7.32, such an employee shall be entitled to receive one and one half of hourly base pay or equivalent in compensatory time off for any and all calls which cumulatively total one hour or less per shift of standby assignment. When the cumulative time of calls exceeds one (1) hour per shift, an employee shall be entitled to receive one and one half of base pay or compensatory time off for the cumulative time of the calls to the nearest subsequent one-tenth of an hour. ERP duties that occur during the employee's regular work schedule will be paid at the employee's regular hourly rate.

9.6.6 Standby - ISD - Compensation

An employee of the Information Services Department in the Technical Services Division, Work Group Support Division and Applications Maintenance Division only, assigned to standby duty shall receive premium pay for each hour the employee actually stands by, as follows: \$4.30 per hour. The employee shall receive this compensation for being on standby and for processing any related paperwork. The parties agree to reopen during the third year of this agreement to determine any changes to this premium for the fourth and subsequent years.

Standby time is not construed as work time.

9.7 Temporary Assignment to a Higher Class

An employee assigned by the appointing authority to perform the majority of the duties of a higher classification to fill a vacancy caused by resignation, termination, promotion, or an approved leave of absence, must complete the required personnel forms and must meet the minimum qualifications of the higher classification. Such employee who serves continuously in such assignment for more than 96 actual work hours shall be paid retroactive to the first hour worked and thereafter according to the salary step of the range for the new class most closely equivalent to five percent (5%) greater than the employee's salary step before promotion, but not less than minimum salary step of the new class, nor greater than the maximum salary step of the new class. The employee shall receive this salary step as long as the employee continues to serve in such assignment and shall be entitled to receive increases for the higher class as described in Subsection 9.7.2 below.

9.7.1 Temporary Assignment - Subsequent Assignments

An employee who has met the minimum qualifications may be subsequently reassigned by the appointing authority to fill a vacancy in the higher class. Any such employee must serve in such capacity for more than three consecutive days of work prior to receiving the salary step as described in Section 9.7. The appointing authority may submit a written request to the Human Resources Department in lieu of a promotional application completed by the employee. The employee must complete the appropriate personnel forms only if substantive changes have been made to the classification description and/or minimum requirements since the previous temporary assignment.

9.7.2 Temporary Assignment - Merit Increase Eligibility

Temporary assignments shall be administered in the following manner:

- a) If an employee assigned to a higher class has not yet reached the "I" step in the lower class, in-service hours while temporarily assigned to a higher class shall count as time served in the lower class for purposes of merit increase(s). If employee reaches the "I" step of the lower class while temporarily assigned, all subsequent in-service hours worked while assigned to the higher class will begin counting toward a merit increase in the higher class.
- b) If an employee is at the "I" step of the lower class when assigned to the higher class, in-service hours while temporarily assigned to a higher class shall count as time served in the higher class for purposes of merit increase(s) beginning with the first hour assigned in the

higher class.

- c) An employee who is subsequently reassigned by the appointing authority within 12 months of the ending date of the most recent temporary assignment shall be considered for a merit increase in the higher class when the employee's total cumulative hours in the higher class are in accordance with Subsection 8.16.2 -Total Hours Required for a merit increase.

However, if the employee received credit toward a merit increase in the lower class for hours worked in a temporary assignment as provided in Subsection 9.7.2 a), such hours shall not also count toward a merit increase in the higher class.

9.8 Bilingual Pay

When a department head designates a position within the bargaining unit which requires bilingual skills on the average of at least 10 percent of the employee's work time, such an employee in the designated position shall first demonstrate a language proficiency of job-related terminology acceptable to the department head and the Human Resources Director. Thereafter, the employee shall be entitled to the payment for all hours in pay status, from the date of assignment. "Bilingual skills" shall include translating, answering phone calls, research, and speaking or corresponding with clients in a language other than English.

Rate:

90 cents per hour, effective 6/22/04

9.8.1 Bilingual Pay - Termination of

When a department head determines that a designated bilingual employee is no longer utilizing his/her bilingual skills at least 10% of the employee's time for three consecutive pay periods, said employee may be removed from the list of designated bilingual employees. Thereafter, the employee will no longer be entitled to receive Bilingual Pay, unless redesignated by the department head at a later date.

9.8.2 Bilingual Pay - Daily Assignment

When (a) a department head has designated a position within the bargaining unit which requires bilingual skills on the average of at least 10 percent of the employee's work time, and (b) an employee has been assigned on an on-going basis to carry out such assignment, and (c) the employee so assigned becomes absent by virtue of temporary leave such as sick leave, vacation, or compensatory time off, then the department head may assign an employee to carry out the required bilingual duties of the assigned position on a daily basis. This back-up person, having first demonstrated a proficiency of job-related terminology acceptable to the department head and the Human Resources Director, shall be entitled to the payment designated in Section 9.8 above for all hours actually worked in a daily assignment.

9.9 Hazard Pay

Each employee assigned to one or more of the duties listed below shall be paid an additional hourly rate of \$1.50 per hour for a minimum of two hours and for each additional hour or portion thereof the employee is so assigned:

- a) handling explosives, or
- b) descending into pumping plant caissons, or manholes, confined space as defined by CAL-OSHA, or
- c) working in an open trench which is four or more feet deep and requires shoring, or
- d) working on sling or suspended scaffolds, boatswain chairs, steep embankments using repelling rope or working up on or at the base of pile driving leads supported by boom cranes or
- e) climbing into trees or working out of boom type elevated equipment while engaged in trimming or pruning limbs which are more than ten (10) feet from the ground, or

- f) spraying or mixing category I, II, or III pesticide or herbicide except for employees in the Vegetation Specialist and Vegetation Control Advisor job classifications, or
- g) placing or removing panel braces, spillway, flash boards, seal boards or panel members in the installation or removal of dams or fish ladders.

Only one premium will be paid for any assignment under this Section 9.9.

9.9.1 Animal Removal Assignment

An employee assigned to operate the dead animal removal vehicle will be paid an additional hourly rate of 5% of the "I" step of a Maintenance Worker II. Employees receiving this premium shall not also receive the other premiums specified in Section 9.9 above.

9.9.2 Animal Removal Assignment – Animal Control Officer

Employees in the job class of Animal Control Officer I and II assigned to provide field service for the Animal Control Services Contract with the City of Santa Rosa will be paid an additional rate of 5% of the "I" step of an Animal Control Officer II for all hours worked in servicing the above mentioned contract. This premium is provided due to the dead animal removal provision of the Animal Control Services Contract with the City of Santa Rosa.

9.10 Heavy Trucks Operation - Definition

A heavy truck shall be defined for the purposes of this Article as:

- a) a three-axle truck, or a truck and trailer or semi-trailer combination, having a combined gross vehicle weight of 40,000 pounds or greater, or
- b) any vehicle including a four-yard or larger dump truck pulling any trailer whose gross laden weight is 10,000 pounds, or greater, or
- c) a two-axle water truck with a gross vehicle weight in excess of 30,000 pounds and requiring a tanker endorsement.

9.11 Heavy Trucks Operation - Continuing Assignment

Employees operating heavy trucks on a continuing assignment must possess valid California Tanker Endorsements in addition to the Class A Driver's license. An employee in the class of Maintenance Worker II, or Water Agency Maintenance Worker II, or Fairground Maintenance Worker, or Senior Fairgrounds Maintenance Worker who is assigned by the appointing authority to drive and do service maintenance of a heavy truck on a continuing basis shall be paid according to the salary range which at Step A is 6% greater than the "A" step of a Maintenance Worker II while continuously assigned. An employee assigned on a continuing basis will serve in such assignment until the appointing authority changes or terminates such assignment.

9.12 Heavy Trucks Operation - Daily or Intermittent Assignment

An employee in the class of Maintenance Worker I and II, Water Agency Maintenance Worker I and II, Disposal Worker I, Fairground Maintenance Worker, or Senior Fairgrounds Maintenance Worker, Weights and Measures Inspectors I and II or Parks and Grounds Maintenance Worker I and II, or Senior Agriculture Program Assistant who is assigned to drive a heavy truck and do service maintenance as required on a day-to-day or intermittent basis shall be paid an additional hourly rate of 10% of the "I" Step of a Maintenance Worker II for every hour worked up to four and one-half hours per day if working eight-hour days, for every hour worked up to five hours per day if working nine-hour days and for every hour worked up to five and one-half hours per day if working ten-hour days.

9.13 Heavy Equipment Operation

An employee in the class of Maintenance Worker I and II, Water Agency Maintenance Worker I and II, Fairgrounds Maintenance Worker, Senior Fairgrounds Maintenance Worker or Parks and

Grounds Maintenance Worker I and II, or Disposal Worker I who is assigned to operate and do service maintenance on heavy construction equipment for a minimum of one-half hour per work day as part of the employee's assigned duties shall be entitled to receive an additional hourly premium of 10% of the "I" step of a Maintenance Worker II for a minimum of four hours per day for such assignment. When the cumulative time of this assignment exceeds four hours, an employee shall be entitled to an additional premium of 10% of the "I" step of a Maintenance Worker II per hour to the nearest one-half hour.

An employee in the class of Bridge Worker or Maintenance Worker II - HT (Section 9.11) shall be entitled to receive a premium of 4% of the "I" step of a Maintenance Worker II per hour for the above assignment with a minimum of four hours per day for such assignment. When the cumulative time of this assignment exceeds four hours, an assigned worker shall be entitled to an additional premium of 4% of the "I" step of a Maintenance Worker II per hour to the nearest one-half hour.

Operation of heavy equipment during training shall be excluded from the above provision. Heavy construction equipment shall be defined as construction equipment with a gross weight of 10,000 pounds or greater such as a backhoe or crane (self-propelled personnel lifts with a gross weight of 10,000 pounds or greater are excluded).

9.13.1 Heavy Equipment - Crane Operator

Crane Operation is defined as an employee operating a 17 ton or greater crane. An employee in the class of Maintenance Worker III assigned on an ongoing basis as Crane Operator shall receive a premium for such assignment at a rate of 6% of the "I" step of Maintenance Worker III for all hours in pay status. This premium is in consideration of training and operating skills that must be maintained by employees in order to operate the crane.

- a) An employee in the class of Maintenance Worker III, Bridge Worker, or Bridge Supervisor I assigned to on-site operation of the crane shall receive a premium at a rate of 5% of the "I" step of a Maintenance Worker III for all hours worked operating the crane, excluding transportation. This premium is in addition to the premium in 9.13.1 a), for Maintenance Worker III.
- b) An employee in the class of Maintenance Worker III assigned to operate a 17 ton or greater crane for a minimum of one-half (1/2) hour per work day as part of the employee's assigned duties shall be entitled to receive an additional hourly premium of 11% of the "I" step of the Maintenance Worker III classification for a minimum of four (4) hours per day for such assignment. When the cumulative time of this assignment exceeds 4 hours, an employee shall be entitled to an additional premium of 11% of the "I" step of the Maintenance Worker III classification per hour to the nearest one-half (1/2) hour.

9.14 Fairground Special Equipment Operation

An employee in the class of Fairgrounds Maintenance Worker or Senior Fairgrounds Maintenance Worker, who is assigned to and who operates a three-wheeled straw loader, shall be paid an additional hourly premium of 5% of the "I" step of a Fairgrounds Maintenance Worker per hour for each hour or portion thereof the employee operates this piece of equipment.

9.15 Charge Duties

When designated by the appointing authority, an employee in the class of Staff Nurse II, Family Nurse Practitioner, or Psychiatric Nurse or Psychiatric Technician may be assigned charge duties. The assignment of charge duties will be for an entire shift. The employee will receive a premium pay of 5% above the employee's base hourly rate for all hours assigned and performing charge duties.

9.16 Nurse Practitioners

An employee in the classification of Staff Nurse I or II who meets the minimum qualifications for

employment as a Nurse Practitioner-Pediatrics or Nurse Practitioner-OB/GYN, and is assigned to perform the duties normally ascribed to the classification of Nurse Practitioner-Pediatrics or Nurse Practitioner-OB/GYN, shall be paid at the hourly rate for such higher classification at the corresponding step of the employee's salary range for each hour assigned and actually worked at said classification. An entry will be made in the employee's personnel file to document the employee's service as a Nurse Practitioner.

9.17 Sexual Assault Exams

9.17.1 Sexual Assault Exam Training

Employees who perform sexual assault exams will be trained in medical protocols established by the County's Department of Health Services. Such protocols shall be made available for employee review.

9.17.2 Sexual Assault Exams - Day Shift

Employees in the class of Family Nurse Practitioner/Physician's Assistant, Nurse Practitioner OB/GYN, and/ or Staff Nurse II/I who are on duty shall perform sexual assault exams as part of their regular assigned duties. Employees in the class of Family Nurse Practitioner/Physicians Assistant, Nurse Practitioner OB/GYN, and or Staff Nurse II/I, assigned to a day shift, shall be paid an additional \$125 for each completed pediatric sexual assault examination or for each completed adult sexual assault examination.

9.17.3 Sexual Assault Exam - Call Back

When an employee in the class of Family Nurse Practitioner/Physician Assistant, Nurse Practitioner OB/GYN, or Staff Nurse II/I conducts a crisis sexual assault examination during hours which the employee is not already scheduled to work, the employee shall receive \$250 for each completed examination in lieu of other compensation. Participation in the call back schedule of the sexual assault program will be reviewed by the supervisor with affected employees every six months.

9.17.4 Stand-by Pay - Sexual Assault Exam Program

a) Physician Assistants and/or Registered Nurses assigned to the Sexual Assault Exam Program shall be available for assignment by the appointing authority to standby when off duty. Each employee who is assigned to standby shall be paid for actual time on standby. The rate of standby pay shall be \$7.52 per hour.

b) Supporting personnel not listed in 9.17.4(a) above who are assigned to the Sexual Assault Exam Program in a supporting roll shall be available for assignment by the appointing authority to standby when off duty. Each employee who is assigned to standby shall be paid for actual time on standby. The rate of standby pay shall be \$4.53 per hour.

c) For the purposes of Section a) and b) above, available means available to be assigned to a weekly rotation for standby.

9.18 Premium Pay for Psychiatric Nurses, Staff Nurse(s) II/I and Family Nurse Practitioner/Physician Assistants - Special Facilities Assignment

Each Psychiatric Nurse, Staff Nurse II/I, Family Nurse Practitioner/Physician Assistant, Nurse Practitioner OB/GYN assigned to Los Guilucos, Main Adult Detention Facility, North County Detention Facility, Juvenile Hall, Valley of the Moon Children's Home, Probation Youth Camp, the Probation's Sierra Youth Center, and/or Redwood Children's Center shall receive 10% premium pay above the employee's base hourly rate for all hours in pay status.

9.19 Premium Pay - Hours Worked in County Detention Facility

Employees in the class of Public Health Investigator shall be eligible to receive 10% premium pay above the employee's base hourly rate for each hour actually worked in a detention facility operated by the County of Sonoma. When the cumulative work time in said detention facility

exceeds one hour the affected employee shall be entitled to receive a prorata share of the 10% premium pay to the nearest quarter of an hour.

9.20 Premium Pay - Classifications Assigned to NCDF or MADF

Each Assistant Cook, Cook or Chef assigned to the Sheriff's Office North County Detention Facility (NCDF) or the Main Adult Detention Facility (MADF) shall receive 10% premium pay above the employee's base hourly rate for all hours in pay status.

9.21 Premium Pay - Extra Help Employees

Each extra-help employee in the class of Psychiatric Technician, Licensed Vocational Nurse I, Licensed Vocational Nurse II, Nursing Assistant, Laboratory Assistant, Medical Transcriber and Medical Unit Clerk, shall be paid a premium of ten percent (10%) above the employee's base hourly rate.

Each extra-help employee in the class of Psychiatric Nurse, Family Nurse Practitioner/Physician Assistant, Nurse Practitioner OB/GYN, Staff Nurse I, and Staff Nurse II shall be paid a premium of twenty percent (20%) above the employee's base hourly rate.

9.22 Premium Pay - Gen'l Assist., Prob. Youth Camp, Jail Crews

- a) Any non-supervisory employee who is assigned to lead a jail, NCDF, Adult Offender, Probation Youth Camp (not covered in Section "b" below), Community Service Time, or General Assistance work crew of at least three (3) to five (5) persons shall be entitled to receive a premium of 5% of the base hourly rate for all hours assigned to this task. Any non-supervisory employee who is assigned to lead such a crew of six (6) or more persons shall be entitled to receive a premium of 7.5% of the base hourly rate for all hours assigned to this task.
- b) For non-supervisory employees within the Probation Youth Camp that lead a youth crew of three (3) or more that varies in number throughout the day, the employee may be paid the premium rate for the highest number of youths supervised during each work day with the approval of the appointing authority.
- c) Sections "a" and "b" above do not apply to Probation Assistants, who are receiving an equity adjustment to recognize duties performed.

9.23 Premium and Differential Pay - Overtime Computation

Premium or differential pay provided in this Memorandum will not be added to an employee's regular base hourly rate for computing overtime or any other differential except as provided for in this Memorandum or as required by law. Premium or differential pays shall be compensated in cash in the pay period in which they are earned.

9.24 Nursing - Additional Degrees

Effective June 29, 1999, a 1% salary adjustment to the salary range of Staff Nurse I, Staff Nurse II, Psychiatric Nurse, Family Nurse Practitioner, and Physician Assistant is made in lieu of this benefit.

9.24.1 Nursing - Additional Degrees Premium Pay

The premium pays in this Article 9.24.1 are paid for degrees held by employees in the class on June 29, 1999.

A degree earned by an employee after June 29, 1999, will only qualify for this premium if the employee enrolled in the course of study leading to the degree by September 30, 2000. Each Registered Nurse who is employed in the class of Staff Nurse I, Staff Nurse II, Psychiatric Nurse, or Family Nurse Practitioner who holds a baccalaureate degree in nursing, shall be paid according to the salary range which is greater by 5% than the range to which the employee's class is allocated.

Each Psychiatric Nurse in Mental Health who holds a baccalaureate degree in psychology shall be paid according to the salary range which is greater by 5% than the range to which the employee's class is allocated.

Each registered nurse in any of the above classes who holds a master's degree in nursing shall be paid according to the salary range which is greater by 7.5% than the range to which the employee's class is allocated.

Each Psychiatric Nurse who holds a master's degree in psychology shall be paid according to the salary range which is greater by 7.5% than the range to which the employee's class is allocated.

Each Physician's Assistant who holds a Master's Degree in Physician Assistant studies shall be paid according to the salary range which is greater by 7.5% than the range to which the employee's class is allocated.

9.24.2 Nursing - Additional Degrees Premium - Supv. FNP/PA

Supervising Nurse Practitioner/Physician Assistants shall not be entitled to any additional degree - nursing pay. However, to avoid salary compaction, a Supervising Nurse Practitioner/Physician Assistant, who is assigned to supervise a Family Nurse Practitioner with a BS or MS degree in nursing, shall receive a 5% premium above the salary range and additional degree-nursing pay premium associated with the most advanced nursing degree of the Family Nurse Practitioner being supervised. (e.g.: a FNP/PA who supervises a FNP, a FNP-BS, and a FNP-MS will receive 5% above the salary range and nursing degree premium for FNP-MS).

9.24.3 Nursing - Additional Degrees Premium - Affirmation

An employee must submit documentation showing the employee possesses the respective degree prior to receiving pay for the respective degree. The premium shall become effective on the first day of the pay period following receipt of the proper documentation. The current County procedure for documentation shall remain unchanged during the term of this Memorandum.

9.25 Maintenance Workers - Water Agency

An employee in the classification of Water Agency Maintenance Worker I or II assigned to work directly with a Water Agency Mechanic to assist in the installation, testing, calibration and mechanical maintenance of water or wastewater treatment and transmission equipment shall be paid a premium pay of 10% of the employee's base hourly rate for all hours assigned to work with the Water Agency Mechanic in the performance of these tasks, with a minimum of 4 hours per day for each such assignment.

9.26 Premium Pay - No Rest Break at Disposal Transfer Station

Notwithstanding the provisions of Section 7.26 (Rest Periods), an employee may be prohibited from taking rest breaks by sole assignment to a refuse disposal transfer station by the appointing authority. For each day an employee is prohibited from taking a rest break under this Section 9.26, the employee shall be entitled to receive a premium equivalent to .25 hours at the base hourly rate for the "I" Step of the range for the Disposal Worker I classification.

9.27 Supervisory Duties - Simulcast Attendant

When designated by the appointing authority, an employee in the class of Simulcast Attendant or Senior Simulcast Attendant may be assigned to act as a simulcast supervisor. The employee will receive a premium pay of 5% above the employee's base hourly rate for all hours assigned and while performing these duties.

9.28 Legal Processor II - Training Premium

When assigned by the appointing authority, employees in the Legal Processor II classification in the Sheriffs' Department who provide on-duty training to other Legal Processors will receive a premium pay of 2.5% above the employee's base hourly rate for all hours worked.

- 9.29 Janitor - Detention Facility
An employee in the classification of Janitor or Head Janitor who is assigned and performs janitorial duties in a detention facility on a regular basis, shall be paid at a range which at Step "A" is 5% greater than the "A" step of a Janitor in Job Class 5320, or the "A" step of a Head Janitor in Job Class 5324.
- 9.30 Premium Pay - Lead Disposal Worker Assignment
A Disposal Worker II who qualifies and is assigned to provide lead direction and oversight for heavy equipment operation at the Refuse Facilities shall be paid an additional hourly rate of 10% of the "I" Step of the Disposal Worker II, for all hours worked while in the lead assignment.
- 9.31 Facilities Assignments Premium Pay
When an Office Support Supervisor or a Senior Office Support Supervisor in the Human Services Department is assigned by the department head or designee to building/facility maintenance tasks such as liaison with landlords, security firms, management of building equipment, pool cars or other related tasks and these tasks require 25% or more of his/her time, he/she will receive a premium pay 5% above the employee's base hourly rate for all hours in pay status
- 9.32 Animal Specimen Removal - Animal Control
Employees in the job classifications of Animal Health Technician, Animal Control Officer I, II and Supervising Animal Control Officer who are trained and authorized to perform the work of animal brain removal for rabies antibody examination will be compensated \$25 per brain removal.
- 9.33 Premium Pay – Plans Examination Assignment
A Building Inspector who possesses an I.C.C. Plans Examiner Certification or its equivalent, and is assigned to work in the Permit and Resource Management Department's Plan Check Section, shall be paid an additional hourly rate of 5% of the employee's current base hourly rate, for all hours worked in the assignment.
- 9.34 Premium Pay – PRMD Public Projects Coordinator
A Senior Environmental Specialist shall receive a premium of 10% above his/her base hourly rate of pay for all hours in pay status while assigned as "PRMD- Public Projects Coordinator". The premium serves to compensate employees in the classification of Senior Environmental Specialist for coordinating the critical public sector workload of the PRMD Environmental Review Division. This includes determining public project priorities in coordination with other County departments; assigning work to staff; and providing general oversight over the public projects within the Environmental Review Division.

ARTICLE 10 - EXPENSES, MATERIALS, AND REIMBURSEMENTS

- 10.1 Tools and Equipment - Provided by County
Except as provided in Subsection 10.2 below, the County agrees to provide all tools, equipment and supplies reasonably necessary to bargaining unit employees for performance of employment duties.
- 10.2 Tools and Equipment - Provided by Employee
Where the County requires an employee to provide a set of personal tools to be used in the line of duty and which appear on an itemized inventory of tools designated in writing by the appointing authority as being required to be used in work, the County agrees to reimburse employees in represented units for loss or theft of such tools to the extent authorized by Government Code Section 53240 and subject to the following restrictions and guidelines:
- a) No reimbursement is authorized for loss primarily attributable to the claimant's own negligence or carelessness or to normal wear and tear.

- b) All affected employees required to use personal tools in their employment with the County shall inventory these tools and provide information as to type of tool, quantity, make and condition. The inventory shall be forwarded to the appointing authority and updated at least once each year, with each employee responsible to report additions or deletions as they occur.
- c) All tools must be stored in a cabinet, box, or locker with locks in good working order. All tools shall be locked prior to the employee leaving the worksite.
- d) All losses shall be reported to the appointing authority in writing as soon as discovered.
- e) Cabinets and chests will be considered tools.
- f) This policy does not include electronic equipment unless it has been authorized for use by the appointing authority.
- g) The procedures for reimbursement shall be the same as the personal property reimbursement guidelines as outlined in Board of Supervisors Resolution No. 56420, dated January 18, 1977.

10.3 Reimbursement - Personal Property

Upon recommendation of the appointing authority, the County, in accordance with Government Code Section 53240, shall provide for payment of the costs of replacing or repairing property or prosthesis of an employee, such as eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee when any such items are lost or damaged in the line of duty without negligence by employee. If the items are damaged beyond repair, the actual value of such items may be paid. The value of such items shall be determined as of the time of the loss thereof or damage thereto in accordance with the Personal Property Claims Guide as provided by Board of Supervisors Resolution No. 56420, dated January 18, 1977.

10.4 Wildlife Specialist - Hunting Dogs

The parties estimate that the time the Wildlife Specialist spends in all aspects of the care, feeding, exercise, transportation to/from work and maintenance of hunting dogs on a per pay period basis is 3.5 hours. (Dogs covered herein must be properly licensed).

The parties further agree that any time spent in excess of such time is not reasonably necessary and is unauthorized. The full compensation due to the Wildlife Specialist for the performance of the above responsibilities shall be paid as 3.5 overtime hours per pay period.

10.5 Reimbursement - Mileage

An employee who is authorized to use a personal motor vehicle for travel required in the performance of official duty, shall be reimbursed at the current applicable federal business standard mileage rate as established by the IRS for each mile driven so long as the employee substantiates the time, place, and business purpose of the travel.

10.5.1 Parking Congestion - Transit Fares

To reduce parking and traffic congestion, to provide for better public access, and to encourage the use of public transit, the County will pay the full cost of normal transit fares for employees using Sonoma County Transit, Santa Rosa Transit, or Golden Gate Transit for such commuting to and from the employee's residence and the following County work locations: the Main County Complex, the Chanate Road Complex, the Airport Industrial Area, the Sonoma County Water Agency on College Avenue, the Downtown Santa Rosa Area, and the Corporation and Business Area south of Sebastopol Road near Northpoint Parkway and Corporate Center Parkway. The County and the Union, during the course of this MOU and through mutual agreement, such as in the Countywide Labor Management Committee, may extend this benefit to other areas and work locations. County may discontinue this benefit one-month prior to termination of the MOU, if participation drops to 50 or less employees.

10.6 Uniforms and Work Clothes

10.6.1

Uniforms and Work Clothes - Issue

- a) Full-time and part-time employees in the classes of Animal Control Officer I, II, Supervising Animal Control Officer, Park Ranger Trainee, Park Ranger III, Parks and Grounds Maintenance Worker I, II, Parks and Grounds Maintenance Supervisor, Marina Attendant, Senior Marina Attendant, Marina Supervisor, Groundskeeper, Maintenance Worker I, II, III, Maintenance Supervisor, Traffic Paint and Sign Worker, Traffic Maintenance Supervisor, Bridge Worker, Bridge Supervisor, Automotive Service Worker, Disposal Worker I, II, Disposal Supervisor, Fairgrounds Maintenance Worker, Senior Fairgrounds Maintenance Worker, Vegetation Specialist, Vegetation Control Advisor, Airport Operations Specialist, Airport Operations Supervisor, Sheriff's Aide, Supervising Sheriff's Aide, and Community Services Officer shall be issued work clothes or a uniform prescribed by the appointing authority.
- b) Water Agency employees in the classes of Water Agency Maintenance Worker I, II, III, Water Agency Maintenance Supervisor I, II, Wastewater Plant Supervisor I, Lab/Industrial Waste Supervisor, Water Agency Mechanic Supervisor, Automotive Service Worker, Storekeeper, and Materials Equipment Specialist, shall be issued work clothes or a uniform prescribed by the appointing authority equivalent to the current issue as of April 1, 1999. Safety T-shirts of a type and quality prescribed by the appointing authority shall be issued to employees in the classes listed in Subsection 10.6.1(b). Safety T-shirts may be worn as an alternative to the regular uniform shirt, or may be worn under the regular uniform shirt. Damaged or worn out Safety T-shirts will be replaced as needed with approval of the appointing authority.
The Water Agency may authorize employees who are not performing traffic/road maintenance duties the option of wearing plain T-shirts which are white or of a solid color that substantially matches the color of the regular uniform shirt. Such T-shirts must be kept clean and in good repair. Plain T-shirts worn under this option will not be issued to employees nor maintained or replaced by the Water Agency.

10.6.2

Uniforms and Work Clothes - Limited Issue

Employees in the classes of Probation Assistant assigned to the Youth Camp, Maintenance Assistant, Building Events Worker, Clerk Typist II and III in the Sheriff's office, Janitor, Head Janitor, Family Nurse Practitioner or Physician Assistant, Chef, Cook, and Assistant Cook, Materials Equipment Specialist, Materials Handler, Senior Storekeeper, Storekeeper, Mail Clerk, Yard Clerk, Traffic Engineering Technician, and Engineering Aide and Engineering Technician I, II, III, IV, who are assigned to the survey crew, materials laboratory, or drainage or construction inspection, shall be issued a limited amount of work clothes prescribed by the appointing authority.

10.6.3

Uniforms and Work Clothes - Special Issue

- a) Full-time and part-time employees in the classes of Airport Operations Specialist, Airport Operation Supervisor, Supervising Airport Service Worker, shall receive two jackets. Jackets will be replaced on an as-needed basis to a limit prescribed by the appointing authority. Jackets will be cleaned by a sanitary laundry service on an as-needed basis.
- b) Water Agency employees in the classes of Water Agency Maintenance Worker I, II, III, Water Agency Maintenance Supervisor I, II, Lab/Industrial Waste Supervisor, Water Agency Mechanic Supervisor, Automotive Service Worker, Storekeeper, and Materials Equipment Specialist, shall be issued two (2) jackets. Jackets will be replaced on an as-needed basis to a limit prescribed by the Water Agency based on average wear time. Uniforms, including jackets, issued to employees in the above classes shall be maintained by a sanitary laundry service.
- c) Full-time and part-time employees in the classes of Probation Assistant, Maintenance Worker I, II, III, Maintenance Supervisor, Traffic Paint and Sign Worker, Traffic Maintenance Supervisor, Bridge Worker, Bridge Supervisor, Fairgrounds Maintenance Worker, Senior

Fairgrounds Maintenance Worker, Vegetation Specialist, and Vegetation Control Advisor, shall receive one jacket during 2002 and every third year thereafter.

10.6.4 Uniforms and Work Clothes - Safety Issue

All employees shall be issued safety apparel appropriate to task assigned as designated by the appointing authority. Safety equipment provided for under this Article will be reissued as needed upon certification by the department head that the safety equipment is still needed.

10.6.5 Uniforms and Work Clothes - Replacement & Maintenance

For full-time and part-time employees in the classes of Animal Control Officer I, II, Supervising Animal Control Officer, Park Ranger Trainee, Park Ranger III, Parks and Grounds Maintenance Workers I, II, Parks and Grounds Maintenance Supervisor, Marina Attendant, Senior Marina Attendant, Marina Supervisor, Building Events Worker, Janitor, Head Janitor, Materials Equipment Specialist, Materials Handler, Senior Storekeeper, Storekeeper, Mail Clerk, Yard Clerk, Chef, Cook, Assistant Cook, Detention Assistant, Supervising Detention Assistant, Community Services Officer, or Engineering Aide and Engineering Technician I, II, III, IV, assigned to survey crew, materials laboratory, construction or drainage inspection, Legal Processor and Supervising Legal Processor in the Sheriff's Office, the County agrees to replace issued items on an as-needed basis to a limit prescribed by the appointing authority. Worn out or damaged articles must be turned in to the department management with a request for uniform replacement in order to obtain replacement.

10.6.6 Uniforms and Work Clothes - Repair and Supplement Allowance

- a) For full-time employees in the classes of Probation Assistant assigned to the Youth Camp, Maintenance Worker I, II, III, Maintenance Supervisor, Traffic Maintenance Supervisor, Traffic Paint and Sign Worker, Bridge Worker, Bridge Supervisor, Fairgrounds Maintenance Worker, Fairgrounds Storekeeper, Senior Fairgrounds Maintenance Worker, Fairgrounds Maintenance Supervisor, Vegetation Specialist, and Vegetation Control Advisor are to receive three shirts and \$130.00 annually on the first payday in October for the repair and supplement toward replacement of work clothes; part-time employees in the class cited above shall receive three shirts and \$75.00 annually on the first payday in October for the repair and supplement toward replacement of work clothes.
- b) Full-time employees in the classes of Disposal Worker I, II, Disposal Supervisor and Groundskeeper assigned to Refuse, Airport Operations Trainee, Airport Operations Specialist, and Airport Operations Supervisor shall receive \$7.30 per pay period for the cleaning of work clothes, and they shall receive \$93.00 semi-annually on the first payday of October and April for the repair and supplement toward replacement of work clothes. Part-time employees, and extra help employees assigned to Refuse Operations, shall receive \$4.65 per pay period for the cleaning of work clothes and \$70.00 semi-annually on the first payday in October and April for the repair and supplement toward replacement of work clothes.

10.6.7 Uniforms and Work Clothes - Laundry Service

- a) Full-time and part-time employees in the class of Auto Service Worker shall have work shirts and trousers maintained by a sanitary laundry service.
- b) Uniforms (including jackets) issued to Water Agency employees in the classes of Wastewater Plant Supervisor I, Water Agency Maintenance Worker I, II, III, Water Agency Maintenance Supervisor I, II, Lab/Industrial Waste Supervisor, Water Agency Mechanic Supervisor, Automotive Service Worker, Storekeeper, and Materials Equipment Specialist, will be maintained by a sanitary laundry service.

10.6.8

Safety Boots/Shoes - One Pair Each Year

- a) Full-time and part-time employees in the classes of Water Agency Maintenance Supervisor II, Wastewater Plant Supervisor I, Disposal Supervisor II, Maintenance Supervisor, Traffic Maintenance Supervisor, Bridge Maintenance Supervisor, Animal Officer I, II, Supervising Animal Control Officer, Lab/Industrial Waste Supervisor and Water Agency Mechanic Supervisor shall on the first payday in December of 2002 and each subsequent year of the MOU receive a voucher for \$156.00 toward the purchase of a pair of safety boots.
- b) Effective on the first payday in December of 2002 and each subsequent year of the MOU, each full-time and part-time employees in the classes of Building Events Worker and Disposal Worker I, assigned to cashier duties shall have the option to receive a \$90.00 voucher toward the purchase of safety shoes or a \$156.00 voucher toward the purchase of safety boots.

10.6.9

Safety Boots/Shoes - Replacement

- a) Full-time and part-time employees in the classes of Probation Assistants assigned to the Youth Camp; Animal Health Technician; Weights & Measures Inspector I, II; Senior Weights & Measures Inspector; Senior Agriculture Program Assistant; Hunter/Trapper; Traffic Signal Technician; Engineering Technician I, II, III, IV assigned to the survey crew, materials laboratory, construction, drainage inspection; traffic signal operations, or refuse operations; Air Quality Specialist I, II, III; Marina Attendant; Senior Marina Attendant; Marina Supervisor; Park Ranger Trainee; Park Ranger III; Airport Operations Specialist; Airport Operations Supervisor; Supervising Airport Service Worker; Parks and Grounds Maintenance Worker I, II; Materials Handler and Parks and Grounds Maintenance Supervisor shall be entitled to receive an initial issue of one pair of safety boots and replacement on an as-needed basis with approval of the appointing authority.
- b) Full-time and part-time employees in the classes of Building Inspector I, and II; Senior Building Inspector; Engineering Technician I, II and III; and Supervising Building Inspector assigned to field operations at Permit and Resource Management Department; and Lab/Industrial Waste Supervisor; and Supervising Environmental Health Specialist may elect to receive a voucher for an initial issue for one pair of safety boots or safety shoes. Vouchers for replacement of safety boot/shoes may be issued by the appointing authority on an as-needed basis.
- c) Seasonal or temporary employees who "hold title and perform the duties" as listed in Subsections 10.6.9 and 10.6.10, as well as Maintenance Assistant and extra-help Parks and Grounds Maintenance Workers, shall be entitled to receive once in a two year period an initial issue of one pair of safety boots. Extraordinary replacement is by approval of the appointing authority only.
- d) Extra-help Events Aide and Park Aide employees shall have the option once in each two-year period to receive a voucher toward the purchase of safety shoes or boots.
- e) All vouchers issued under Subsection 10.6.9 shall be issued at \$156.00 for full boots and \$90.00 for safety shoes.

10.6.10

Safety Boots/Shoes - Special Issue For Heavy Use

- a) Full-time and part-time employees in the classes of Maintenance Worker I, II, III, Vegetation Specialist, Vegetation Control Advisor, Fairgrounds Maintenance Worker, Senior Fairgrounds Maintenance Worker, Fairgrounds Maintenance Supervisor, Groundskeeper assigned to Refuse, Maintenance Supervisor, Traffic Paint and Sign Worker, Traffic Maintenance Supervisor, Bridge Worker, Bridge Supervisor, Disposal Worker I, II, not assigned as in Subsection 10.6.8(b) and Disposal Supervisor, Water Agency Maintenance Supervisor I and Water Agency Maintenance Worker I, II, III shall, during the term of the Memorandum, receive on the first payday of December 2002 and

each subsequent year of the contract a boot voucher for \$156.00 towards the purchase of a pair of safety boots.

- b) Employee shall be entitled to have their boots repaired or replaced on an as-needed basis with the approval of the department appointing authority.

10.6.11 Uniforms and Work Clothes - Special Provisions

- a) Eligibility
Employees must be employed a minimum of six (6) months to be eligible for any replacement benefits listed in Subsections 10.6.1-10.6.10 above.
- b) Responsibility of the Employee
Each employee issued prescribed work clothes, uniforms or safety apparel shall be expected to wear and possess all items required for the employee's specific work assignment. Any employee not in conformance with the above Section may be subject to discipline and/or withholding of reimbursement payments.
- c) Return of Items
Any employee who terminates employment with the County must return all uniform, work clothes, and safety apparel items to the County except boots, (not rubber boots), shoes and prescription safety glasses.

10.6.12 Park Ranger III - Protective Vests

If an employee in the affected classification purchases a Class II protective vest and legislation passes (which requires mandatory issue by the department upon request), the County shall reimburse the employee upon request and presentation of the original receipt. If reimbursement is given, the County shall not pay for another issue of a Class II protective vest before expiration of the warranty.

ARTICLE 11 - STAFF DEVELOPMENT

11.1 Staff Development & Training

11.1.1 Staff Development - Quality

Within available resources, the County will provide the maximum in quality staff development. County participation through expense reimbursement or approval of leave will only occur where there is a reasonable expectation that the employee's work performance or value to the County will be enhanced as a result of the course of study.

11.1.2 Staff Development - Determination of Training Needs

The County and the Union agree that the County retains full authority to determine training needs, resources that can be made available, and the method of payment for training authorized by the County. Nothing in this subsection shall preclude the right of an employee to request specific training.

11.1.3 Staff Development – Resources

Resources for staff development include Departmental In-service Training Funds, Continuing Education Leave and Departmental Travel Funds, employee-paid training expenses, and Staff Development Benefit Allowance.

11.1.4 Continuing Education – Courses

Employees in allocated positions are eligible for Continuing Education Courses. Those courses taken on County time must be directly related to an employee's present position, or career advancement within the present department, and be approved by the employee's appointing authority.

11.1.5 Continuing Education - Leave

When a Continuing Education Course is offered during an employee's normal work schedule, the employee may be authorized continuing education leave. Such leave authorization shall be subject to the approval of the employee's appointing authority and must be directly related to the employee's present position, or career advancement within the present department. Approval of one course in a series does not automatically constitute approval for the entire series unless specifically authorized by the appointing authority. Approval or denial of leave will be provided to employees in writing in a timely manner. This provision will be applied as consistently as possible and will not be unreasonably denied. Continuing Education leave shall be considered as time worked.

11.1.6 In-service Training - Program

The County shall make every effort to provide a program of in-service training for employees in the bargaining unit designed to maintain a high standard of performance and to increase the skills of employees in the bargaining unit. Training courses to be attended shall have a direct bearing on the work of the employee. Attendance at training courses may be authorized by the department head. Decisions by department heads on request by employees should be based on the following criteria:

- a) The effect the absence of the employee will have on the department's operations and its ability to continue to provide the services and perform the functions for which it is responsible.
- b) The relationship of the subject of the program, seminar, conference or workshop to the function performed by the employee and the department, and the employee's professional development.

11.1.7 In-service Training - Payment

There are three ways the expenses of the program might be paid. By the County - Expenditures for travel, meals, lodging, registration and other items included annually within the department budget. By other public or private agencies - occasionally, employees receive approval for their expenditures to be paid by grants from the State or Federal governments, from private organizations or from professional organizations. By the individual employee - occasionally, the departmental budget may not permit trips to be paid by the County. The employee may feel that the trip would be of benefit to the employee's professional development, and therefore, would be willing to pay the expenses if the employee were permitted time off from work. In-service training time shall be considered as regular hours worked. When more than one employee within a department requests to attend in-service training and it is not possible to grant attendance for all those employees who have made such a request, because of the criteria listed above, the department head shall establish an attendance list based on the priority order of:

- a) Prior identified training needs.
- b) Prior attendance at similar courses.
- c) Seniority (continuous service) for purposes of this Subsection 11.1.7 seniority (continuous service) shall be defined as in-service hours from the date of appointment in the respective department.

11.2 Staff Development Benefit Allowance Program

Due to the unavailability of funds, effective July 1, 2010 the Staff Development Benefit Allowance (described in Article 11.2 – 11.2.3) is suspended for fiscal year 2010-2011. During this period this benefit will not be funded and reimbursement will not be made by the County.

The side letter between SEIU and County on Staff Development for fiscal year 2010-2011 is

attached and incorporated by this reference to this MOU. (See Appendix D)

The Department of Human Resources shall develop, modify, implement and administer administrative/programmatic guidelines to remain in compliance with IRS regulations, based on the County's Staff Development Benefit Allowance Administrative Plan Document.

Full-time and part-time (.40 FTE and above) employees in regular allocated positions are eligible for the Staff Development Benefit Allowance.

An eligible employee may request reimbursement for allowable expenses, upon approval of the appointing authority, and as defined in the County's Staff Development Benefit Allowance Administrative Plan Document.

11.2.1 Staff Development Benefit Allowance - Amounts

As specified in the chart below, full-time and part-time eligible employees shall be entitled to the following annual benefit amounts:

Bargaining Unit	Full time		3/4 time		Part time	
	<i>Allowance</i>	<i>Carryover</i>	<i>Allowance</i>	<i>Carryover</i>	<i>Allowance</i>	<i>Carryover</i>
Non-supervisory (0001,5,10,25)	\$500	\$250	\$500	\$250	\$250	\$100
Non-supervisory (0080)	\$600	\$400	\$600	\$400	\$300	\$200
Supervisory (0095)	\$650	\$400	\$650	\$400	\$325	\$200

Carry-over funds shall not be cumulative from year to year.

Supervisors in bargaining unit 95 may use up to \$175 of these funds towards the purchase of a Personal Data Assistant (PDA) once every two years.

11.2.2 Wellness Benefit

Up to \$100 of the total annual maximum Staff Development Benefit Allowance allowed under Section 11.2.1 is available for wellness related taxable expenses, such as reimbursement of regular physical fitness program costs, weight reduction and smoking cessation programs (including patches).

An eligible employee may request reimbursement for allowable expenses, upon approval of the appointing authority, and as defined in the County's Staff Development Benefit Allowance Administrative Program Document.

11.3 Non-Arbitrability

Article 11 herein is not arbitrable. However, Article 11 is grievable and subject to mediation. The parties agree that the County will track denials for this unit for one year in which funds are available to determine whether this appeals process should be renegotiated during the next successor MOU bargaining cycle.

ARTICLE 12 - HEALTH & WELFARE BENEFITS FOR ACTIVE EMPLOYEES

12.1 Active Employee Health Plans

An eligible employee and eligible dependent(s) (as defined below), are allowed only to enroll either as a single subscriber in a County offered medical, dental, vision plan, and/or dependent life insurance, or as the dependent spouse/domestic partner of another eligible County employee/retiree, but not both.

If an employee is also eligible to cover their dependent child/children, each child will be allowed to enroll as a dependent on only one employee or retirees' plan (i.e., an employee and his or her dependents cannot be covered by more than one County offered Health plan).

An eligible employee is:

- A County of Sonoma probationary or regular full-time or probationary or regular part-time employee (Refer to Section 12.2.8 regarding plans offered and pro-ration of benefits for part-time employees).
- An eligible dependent is (As defined in each plan document/summary plan description):
 - ❑ Either the employee's spouse or domestic partner; or
 - ❑ A child based on your plan's age limits or a disabled dependent child regardless of age.

12.2 Participation in County Offered Health (Medical, Dental, Vision, Life Insurance) Plans

Election to participate in a County offered health plan will take place during the first full pay period following employment or it shall be made during an annual open-enrollment period.

The effective date of benefits will be the first of the month following date of hire.

12.2.1 County Offered Medical Plan(s)

There are three medical plans in addition to the HMOs described in Section 12.2.2: County Health Plan PPO, County Health Plan EPO, and United Health Care High Deductible Health Plan (HDHP). The benefit provisions are outlined in the Plan's Summary Plan Description or Evidence of Coverage.

12.2.2 County Offered Health Maintenance Organization (HMO) Medical Plan(s)

The County may offer up to two (2) HMO medical plans to eligible employees and their eligible dependent(s). Specific reference to a vendor listed below does not obligate the County to continue to offer a medical plan offered by a specific vendor. The County may change health insurance carrier(s) and/or network provider(s), provided the plan design(s) are substantially equivalent. The HMOs shall have the following co-pays:

Benefit Type	Co-pay
Kaiser Office Visit	\$10
Kaiser Prescription Drug	\$5 generic/ \$10 formulary brand name
United Health Care Office Visit	\$10
United Health Care Prescription Drug	\$5 generic/ \$15 formulary brand name/ \$30 non-formulary brand name

For all other plan benefits and provisions, refer to the insurance carrier's plan document for each HMO medical plan.

12.2.3 County Contribution toward Active Employee Medical Benefits

Effective June 2, 2009, the County shall contribute a flat dollar amount not to exceed \$229.98 per pay period (\$500 per month) toward the cost of any County offered medical plans for any eligible full-time regular employee and their eligible dependent(s).

This is the full and total contribution amount the County will contribute toward medical benefits for active regular employees and their dependent(s).

The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 12.2.8.

12.2.4 Dental Benefits

The County will offer dental and orthodontic benefits to full and part-time regular employees and their eligible dependent(s). For all plan benefits and provisions, refer to the insurance carrier's plan document.

The employee contribution(s) will be:

- Effective June 2, 2009 : Employee Contribution: \$13 per pay period (\$28.26 per month)
- The County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 12.2.8.

12.2.5 Vision Benefits

The County will provide vision benefits to full-time active employees and their dependent(s). For all plan benefits and provisions, refer to the insurance plan document. The County will pay the total cost of the premium for vision benefits for full-time active employees.

Part-time employees will automatically be enrolled in the vision benefit and the County shall contribute to part-time eligible employees on a pro-rated basis, in accordance with Section 12.2.8.

12.2.6 Computer Vision Care Benefit

The County will offer a Computer Vision Care (CVC) benefit. Full and part-time employees who are assigned to use a computer for twenty hours per week or more on an ongoing basis, as a part of their regular job assignment, will be eligible for the CVC benefit. Employees who do not meet the ongoing twenty-hour per week threshold, but are experiencing problems can contact their supervisor to arrange for an assessment by Risk Management.

Eligible employees will receive a CVC eye examination and, if prescribed, CVC lenses and frames through arrangement with the County's CVC vendor.

12.2.7 Life Insurance

The County shall offer, at no expense to the employee, a basic term-life insurance plan in the amount of \$10,000 for an allocated full-time equivalent position of sixty hours or more (0.75 FTE or more). The life insurance coverage amount for employees in the supervisory bargaining unit will be in an amount equal to one (1) times their annual base salary. Enrollment in basic life insurance is automatic, based on eligibility.

Each eligible and enrolled employee may purchase through payroll deduction, dependent coverage of \$5,000 for each eligible dependent. For all other plan benefits and provisions, refer to the insurance policy document.

Eligible employees may purchase additional life insurance coverage for themselves at their own expense upon initial eligibility or during the annual open enrollment periods specified in Section 12.2. The employee may purchase supplemental coverage in increments one times (1X) to 4 times (4X) the basic coverage to a maximum of \$500,000, in accordance with the insurance carrier's policy. If less than 40% of eligible employees purchase supplemental coverage, then health evidence of insurability will be required of all employees purchasing supplemental benefits. An employee enrolled in supplemental coverage who moves from one age bracket to the next higher bracket will have to pay the rate of the higher age bracket beginning the January of the year in which the employee moves to the higher age bracket.

12.2.8 Part-Time Employees - Health Benefits

Part-time employees in allocated positions of 32 hours or more biweekly (.40 FTE minimum) shall be eligible to participate in the County's medical, dental and vision plans and the County's contribution toward their premiums shall be pro-rated. Pro-ration shall be based on the number of pay status hours in the pay period, excluding overtime.

12.3 Employee Assistance Program

The County shall continue the Employee Assistance Program to assist employees who are experiencing unusual stress which may be affecting the employee's job performance.

Upon Union request, the County will meet and confer with the Union regarding any substantive changes to the Employee Assistance Program.

12.4 Malpractice Coverage

All employees of the County who are engaged in patient care and covered by the County's malpractice coverage shall continue to be covered for activities falling within the scope of their employment. Criminal or fraudulent conduct by the employee within the scope of their employment is specifically excluded. If the County should discontinue the malpractice coverage, the County shall meet and confer with the Union. In accordance with existing practice, this Section 12.4 is neither grievable nor arbitrable.

12.5 Short-Term Disability

SEIU makes available an optional short-term disability benefit program with premiums fully paid by the employee. The County shall deduct applicable premiums for coverage through payroll deductions. Upon request of the Union, the County will make a good faith effort to integrate any sick leave requested by an employee who is eligible to receive benefits under the Union's short-term disability plan. The Union and its insurance carrier as requested to will cooperate fully with the County, but the County reserves the right to conclude such an integration if it becomes unworkable or beyond the County's resources available for payroll maintenance activities.

12.6 Long-Term Disability

The County shall provide and pay the premium for a Long-Term Disability (LTD) benefit as described in the applicable plan document to all full and part-time employees (0.4 FTE minimum) who meet the eligibility requirements. The Plan document can be found at: <http://hr.sonoma-county.org/content.aspx?sid=1024&id=1509>.

Benefit eligibility begins after 60 calendar days of disability. Employees eligible to received LTD benefits are not required to exhaust sick leave before receiving LTD benefits, but an employee who chooses to use sick leave or other paid leave after the 60th day of disability is not eligible to

receive any LTD benefits until the employee stops using paid leaves. LTD benefits cannot be supplemented with any paid leave. LTD benefits will be offset by any applicable income, such as, short-term disability benefits, social security and social security disability benefits, etc.

12.6.1 Long-Term Disability Claims Dispute

The Provider claims dispute process is described in the Plan Document. The County Risk Management Division will assist employees with claims dispute processing related to the County's outside LTD provider.

12.7 Workers' Compensation Claims Dispute

Any dispute by an employee over a claim processed through workers' compensation shall be resolved solely through the appropriate appeal procedures of that system and may not be the subject of a grievance through this memorandum.

12.7.1 Workers' Compensation Temporary Disability – Supplementing with Paid Leave

An employee not entitled to the benefits of Labor Code Section 4850 who is absent from work by reasons of industrial injury compensable by temporary disability shall supplement such compensation with enough paid leaves to increase his/her gross earnings to equal his/her regular biweekly base salary as follows:

- All sick leaves shall be taken until the remaining sick leave balance is forty (40) hours or less.
- Once the sick leave balance is forty (40) hours or less, the employee may elect to supplement by taking any combination of the remaining sick leave, vacation, and or compensatory time off up to his/her base salary.
- Employees whose sick leave balance is forty (40) hours or less may also elect not to supplement at all.

An employee shall accrue vacation leave and sick leave only during such portion of absence from work due to industrial injury for which the employee uses previously earned vacation leave, sick leave or compensatory time off.

12.8 Medical, Dental, & Vision Benefits - LWOP or Unpaid Absence

If an employee is on an unpaid absence or goes on leave without pay, either of which reduces the employee's time in pay status to less than 50% of the employee's regular work schedule in a pay period, the County will cease to pay its normal benefit contributions. The employee must pay the total benefit premiums if the employee desires to continue any coverage. If an employee is on an unpaid absence or goes on leave without pay, either of which reduces the employee's time in pay status to no less than 50% of the employee's regular schedule in a pay period, the County will continue to pay its normal benefit contributions.

12.9 Medical, Dental, & Vision Benefits - Medical or Pregnancy Disability

When an employee exhausts all but 40 hours of sick leave and goes on medical or pregnancy disability leave without pay, the County will make its normal contribution to the employee's medical, dental, vision care, life insurance and LTD benefits for a period not to exceed 13 pay periods per disability. Beginning with the 14th pay period, the employee will be entitled to continued coverage by paying the full cost of the insurance premiums. Prior to the exhaustion of the 13 pay periods the County will provide reasonable notice of the employee's obligations regarding the opportunity to continue employee-paid benefits. An employee who returns to work from medical or pregnancy disability leave without pay prior to the exhaustion of the 13 pay periods of entitlement under this Article, shall not have the 13 pay period entitlement reduced for

any pay period in which the employee is in pay status for at least 50% of the employee's allocated full-time equivalent as specified in this Section 12.9 (Medical or Pregnancy Disability Leave). If the employee returns to medical or pregnancy disability leave without pay for the same condition, the 13 pay period time frame will continue where it left off and will be reduced only for those pay periods when the employee's pay status hours fall below 50% of the allocated full-time equivalent. The County's 13 pay period leave without pay benefit entitlement shall run concurrent FMLA/CFRA/CPDL. The employee's 18-month entitlement under COBRA law shall begin when FMLA has been exhausted and the employee goes on an unpaid leave which is less than 50% of the employee allocated hours. When an employee returns to work and has at least 50% of the employee's allocated full-time equivalent in pay status in any pay period and subsequently goes out on Medical or Pregnancy Disability Leave, the 18-month COBRA time period starts over again. A new 18-month COBRA period begins again in the pay period in which the employee has a reduction of hours below 50% of the employee's allocated full-time equivalent, as this would constitute a new qualifying event under COBRA.

12.10 Continuation of Health Benefits Coverage

An employee who is entitled to continued benefit coverage as specified in Section 12.8 (Medical, Dental & Vision Benefits – LWOP or Unpaid Absence) Subsection 17.11.1 (Leaves – Stipend Education Leave – Health Benefit Continuation) and/or Section 12.9 (Medical, Dental & Vision Benefits - Medical or Pregnancy Disability) above, must notify the ACTTC no later than five (5) County business days after the first day of the leave of absence, of the employee's intent to continue insurance coverage. A Request for Leave Without Pay form signed by the employee and his/her appointing authority shall be forwarded to the ACTTC's Office when leave is authorized. To assure continued insurance coverage, premiums shall be paid by the employee to the ACTTC's Office no later than the last day of the pay period. If the employee fails to pay the premium by the last day of the pay period, he/she will receive one reminder notice. In order to reinstate coverage, the employee shall pay a \$25.00 late charge in addition to the premium amount by the date specified in the reminder notice. Only one reminder notice will be sent. If the employee fails to make proper payment to the ACTTC by the end of the second pay period, the employee's continued medical, dental, vision, life insurance and LTD coverage shall be terminated.

12.10.1 Part-Time Employees - Health Benefits During Leave of Absence

Part-time employees shall be eligible to participate in the medical benefit plans and/or the dental plans on a prorated basis, as defined in Section 12.2.8. For pay periods with no pay status hours, proration shall be based on the employee's FTE or the average pay status hours in the 6 pay periods preceding the first day of leave without pay, whichever is greater. Part-time employees shall be entitled to participate in long-term disability as specified in Section 12.6 (Long-Term Disability).

12.10.2 COBRA

The County will continue to provide insurance benefits at group rates plus 2% as required by the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, including any applicable subsequent amendments or revisions where applicable. In the event this Act is rendered inapplicable to the County, either by legislative or judicial action, the County shall, from the effective date of such action, not follow its provisions.

12.11 Salary Enhancement Plans

All employees who belong to the retirement system shall have their wages adjusted according to Section 414(h)(2) of the Internal Revenue Code which has the effect of deferring Federal and State income taxes on the employee's retirement contributions.

The County shall continue, under IRS Code Section 125, to administer a Health Care Premium Conversion Plan that allows eligible employees to make their required contributions towards health premiums with pre-tax dollars through payroll deduction. The County will make no contribution to this plan, however, it will bear the cost of administering this benefit.

Benefits eligible for this conversion are premium contributions for group medical, dental and vision benefits and do not constitute any contribution from the County.

The County shall continue to offer under IRS Code Section 105, a Health Care Reimbursement Account to enable eligible employees to set aside pre-tax dollars for reimbursement of employee's medical expenses not reimbursed or covered under medical, dental and vision insurance plans. Such expenses include deductible, co-pays, and qualified medical expenses not reimbursed by the employee's health insurance plan and shall be expanded to the maximum amount stipulated in the Plan and consistent with the law. The County will continue the Child and Dependent Care Assistance Plan under IRS Code Section 129 subject to the limitations and maximums as stipulated under law.

All of these plans will be administered by the County in accordance with applicable Federal and State laws as amended and, as such, will not be grievable or arbitrable.

12.12 Long-Term Care – Payroll Deduction

Represented employees may purchase CalPERS Long Term Care Insurance at their own expense through bi-weekly payroll deduction as long as the County is eligible to participate in the CalPERS payroll deduction program.

Each employee is responsible to submit his/her own application and any subsequent membership changes directly to CalPERS, as CalPERS Long Term Care is not a County program or under County direction. CalPERS may directly invoice employees for missed payroll deductions or premiums due prior to start-up of payroll deduction.

12.13 Extra-Help Employees

Only benefits required by law and the following sections of Article 12 apply to extra help employees: 12.4 (Malpractice Coverage), 12.14 (Plan Documents and Other Controlling Documents), 12.7 (Workers' Comp-Claims dispute), 12.10.2 (COBRA), sections 12.13.1 through 12.13.7 (Extra Help Employees – Medical Benefits).

12.13.1 Extra-Help Employees - Medical Benefits

Extra-help employees shall have access to a medical plan with optical coverage. This plan has a \$15 office co-pay and \$10 prescription drug co-pay. Premiums for the plan will be paid in advance on the first two pay dates of the month prior to the coverage effective date and on the first two pay dates of every month thereafter. When payment has been made in full, coverage will take effect on the first of the month following payment and shall end on the last day of the same month. Coverage will be month to month and is dependent on full payment of premiums and subject to continued eligibility.

12.13.2 Medical Benefits - Extra-Help Employees: Eligibility

Employees who meet the following criteria will be eligible to begin payroll deductions once all four criteria are met:

- ☐ Employed by the County for at least 11 consecutive pay periods, and
- ☐ Worked at least 440 hours, and
- ☐ Worked at least 160 hours in the previous 4 pay periods, and

- ❑ Must generally work at least 40 hours per pay period

12.13.3

Extra Help Employees: Contribution Rates for Medical Plan

Effective with the first premium due in the month following the effective date of this agreement, the County contribution shall be up to \$400 per month.

Pro-ration shall be as follows:

1. For each pay period in which the extra-help employee works 40 or more hours, the full County contribution will be paid.
2. For each pay period in which the extra-help employee works more than 20 but fewer than 40 hours, the above amounts shall be prorated in proportion to the number of hours worked in the pay period.
3. For each pay period in which the extra-help employee works fewer than 20 hours, no County contribution will be made.

The employee shall pay the balance of the premiums by pre-tax payroll deduction as allowed by IRS Code Section 125.

12.13.4

Extra-Help Employees: Continued Coverage and Conditions for Regaining Eligibility for Medical Plan

An extra-help employee who is enrolled in the medical plan who fails to work at least 20 hours in any pay period in which a premium deduction was due, will be eligible to contribute toward the medical coverage by paying the full amount of the premiums by payroll deduction if sufficient funds are available to fully cover the deduction. Premium payments not paid by payroll deduction will be due in the ACTTC's Payroll Office by the last day of the pay period in which there were insufficient hours worked. A \$25 late fee will apply for each payment not received by the due date.

Premium payments not paid by payroll deduction but paid directly to the ACTTC's Office may be continued for a maximum of three (3) months or upon the exhaustion of any approved CPDL, CFRA, or FMLA benefit period, whichever is later.

- a. Employees who choose to pay timely premiums directly to the ACTTC's Office by cash or check without a lapse in coverage shall resume premium payment by payroll deduction on the first available pay date following their last cash premium payment without a lapse in coverage.
- b. Employees who choose to lapse their coverage during a period of absence may do so by notifying the ACTTC's Payroll Office in writing no later than 7 days after the premium due date. Coverage will be lost for the months not paid. Premium payment by payroll deduction shall restart on the first pay date of a month with sufficient funds to cover the cost of premiums due and shall continue until discontinued by a written cancellation notice, non-payment of premiums, a temporary lapse in coverage in accordance with this section, or separation from employment. Coverage will not restart until a full month's premiums are paid in full.
- c. Employees may choose to cancel their coverage by completing the appropriate forms.
- d. Employees who fail to make any of the above elections or who fail to pay premiums when due shall receive one notice of payment due and shall have their coverage canceled for failure to respond.
- e. The County reserves the right to cancel an employee's active coverage if the employee lapses coverage more than three times, or a similar frequency that is determined to be an administrative burden.

Employees who choose option (c) or are canceled under item (d) or (e) must wait until the next

open enrollment period to re-enroll.

An employee who loses coverage under this section may be eligible to elect COBRA continuation of coverage if he or she is no longer eligible to pay premiums directly to the ACTTC's payroll division.

The failure to pay premiums or the election to lapse or cancel coverage are not COBRA qualifying events.

12.13.5 Extra-Help Employees: Medical Plan - Dependent Coverage

Covered employees may purchase dependent coverage for eligible dependents at their own expense through pre-tax payroll deduction as allowed by IRS Code Section 125.

12.13.6 Extra-Help Employees: Enrollment in Medical Plan

Approximately 2 months prior to the anticipated eligibility date, the County shall provide enrollment materials to the employee. The employee then has 21 calendar days to complete and submit the enrollment forms. If coverage is waived upon initial eligibility, election to participate in the medical plan can only be made during an annual open enrollment period designated by the County or as required by law.

12.13.7 Extra Help Employees: Medical Benefits & Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), or California Pregnancy Disability Leave (CPDL)

Eligible extra-help employees who are off work on an FMLA or CFRA or CPDL qualifying leave shall receive a County contribution toward medical insurance equal to the average amount received in the two pay periods immediately preceding the first pay period of eligible leave. Employees must pay their share of the medical benefits in order to maintain coverage and to continue to be eligible for a County contribution. Employees must file an Extra Help FMLA/CFRA/CPDL Request for Leave form along with appropriate medical documentation with their department. Upon approval, the leave form signed by the employee and his/her appointing authority shall be forwarded to the ACTTC's office.

An employee who is eligible for this continued benefit shall notify the ACTTC's payroll division of the employee's intent to continue insurance coverage no later than five (5) County business days after the first day of the leave.

To ensure continued insurance coverage, premiums shall be paid by the employee to the ACTTC's office no later than the last day of the pay period for which premiums were due. If the employee fails to pay the premium by the last day of the pay period, he/she will receive one reminder notice. In order to reinstate coverage, the employee shall pay a \$25.00 late charge in addition to the premium amount by the date specified in the reminder notice. Only one reminder notice will be sent. If the employee fails to make proper payment by the end of the second pay period, the employee's continued medical insurance shall be terminated.

The employee will not regain eligibility until he or she has worked four (4) consecutive pay periods with 40 or more hours worked in each. Under no circumstances will the County be obligated to pay premiums for dependent coverage.

12.14 Plan Documents and Other Controlling Documents

While mention may be made herein of various provisions of benefit programs, specific details of benefits (including disputes and/or appeals) provided under County offered health plans shall be governed solely by the plan documents or insurance contracts and/or policies maintained by the County. Plan documents are available on line at the following location:

http://hr.sonoma-county.org/documents/open_enrollment_2010-2011/2010-2011_employee_health_welfare_benefits.pdf

The County will bear no responsibility for resolving disputes/appeals between an employee and a contracted health plan vendor. Within this section, vendor refers to insurance company, Knox-Keene organizations licensed in the state of California to provide health benefits, benefits administration, or network management.

12.15 Labor Management Meetings – Health Benefits

Through the term of this Memorandum, upon Union request, the County and representatives of the Union, not to exceed four (4) in number, shall meet quarterly at mutually agreed upon times at the County to discuss informational matters of mutual concern relating to the County Health Plan and other health benefit related benefits. More frequent meetings may be held upon mutual agreement. If a meeting occurs during an employee union representative's regular work schedule, the employee can attend without loss of regular pay and benefits. Items and information to be discussed at each meeting shall be subject to advance mutual agreement. The parties acknowledge that these meetings and this provision shall not be subject to Article 21 (Grievance Procedure), to meet and confer requirements of the County Employee Relations Policy and Section 3505 of the Government Code.

12.16 Voluntary Retiree Medical Benefit Programs

In accordance with Government Code Section 3505.4, the County may propose to develop with the Union 1) a choice of retiree medical benefit plans for all eligible employees, whereas they may elect to participate in the new tier defined contribution plan, and 2) a voluntary employee paid retiree medical savings vehicle (e.g., VEBA).

ARTICLE 13 - MEDICAL BENEFITS FOR FUTURE RETIREES

13.1 Retiree Medical Coverage

A. Effective June 1, 2009, an eligible retiree and eligible dependent(s) (as defined below), may be enrolled in a County offered medical plan as described in section 13. 2 but is allowed only to enroll either as a subscriber in a County offered medical plan or, as the dependent spouse/domestic partner of another eligible County employee/retiree, but not both. If an employee/retiree is also eligible to cover their dependent child/children, each child will be allowed to enroll as a dependent on only one employee or retirees' plan (i.e., a retiree and his or her dependents cannot be covered by more than one County-offered health plan).

An eligible dependent is (as defined in each plan document/summary plan description):

- ☐ Either the retiree's spouse or domestic partner, or
- ☐ Child based on your plan's age limits or a disabled dependent child regardless of age.

B. An eligible retiree must enroll in a County offered retiree medical plan at the time of retirement unless the retiree waives medical insurance coverage for themselves and/or the retiree's eligible dependent(s) by completing a retiree waiver form. A retiree who waives medical coverage will be allowed to re-enroll themselves and any eligible dependent(s), upon the following conditions being met:

- 1) The retiree must re-enroll within 30 days of losing other insurance coverage and provide

- the County with evidence of such loss of other coverage, or
- 2) At the latest, the retiree must re-enroll, or lose eligibility to receive a County contribution toward the retiree medical plan, no later than 60 days after the effective date of the retiree's Medicare coverage.
- 3) The retiree's re-enrollment is required in order for any eligible dependent(s) to be enrolled in a County offered medical plan, except as follows in 4 below.
- 4) The retiree may add an eligible dependent spouse or domestic partner at a time later than the date the retiree enrolls as provided in 13.1 B above.
- 5) Eligible dependent children must be enrolled at the time the retiree elects coverage.

13.2 County Contribution toward Retiree Medical Plans - Employees Hired before January 1, 2009

A. Eligibility: In order to be eligible for this benefit, the retiree must have:

- 1) Completed at least 10 years of consecutive regular full-time paid County of Sonoma service employment. The equivalent worked or purchased regular part-time County service time can be counted toward the 10 years. However, any miscellaneous purchased service time such as extra help, contract, and leave of absence service time does not count toward this eligibility requirement, and
- 2) Have been a contributing member of the Sonoma County Employees' Retirement Association (SCERA) for the same time period, and
- 3) Retire directly from Sonoma County service.
- 4) Current retirees receiving a County contribution for retiree medical based on eligibility at the time of their retirement who do not meet the 10 year requirement as listed above are grandfathered in at the eligibility at the time of their retirement.

B. County Contribution

The County shall contribute toward the cost of County offered medical plans for any eligible retiree whether or not the retiree covers eligible dependent(s), the same amount as it contributes toward the cost of County offered medical plans for active unrepresented administrative management employees (bargaining unit 50) in the Salary Resolution but at no time during the term of this agreement shall the County contribution towards medical be less than \$500.00 a month. Any additional medical contributions provided only to retirees along with any eligibility requirements to receive those contributions shall be conferred as prescribed in the Salary Resolution #08-0712, Article 16.4 D, adopted by the Board of Supervisors on August 19, 2008.

C. Additional Dependents

Retirees eligible under this section, may enroll eligible dependent(s) in the County offered medical plan elected by the retiree but the retiree is responsible for all premium costs in excess of the county's contribution.

13.3 County Contribution toward Retiree Medical Plans - Employees Hired On or After January 1, 2009 - Effective January 1, 2009

For employees hired on or after January 1, 2009, the County shall contribute to a Defined Contribution retiree medical benefit plan for each eligible employee in the form of a deposit into a Health Reimbursement Arrangement (HRA) account, as described below. Any eligible retiree and eligible dependent(s), as defined below, may enroll in a County offered medical plan, but the retiree is responsible for all costs (including County offered retiree medical plan and Medicare Part B premiums).

A. Eligibility

- 1) An employee must have been a contributing member (or a contribution was made on their behalf) of the Sonoma County Employees' Retirement Association (SCERA) for the eligibility period described below.
- 2) Regular full-time employees and part-time employees in an allocated position of 0.5 full-time equivalent or greater, hired on or after January 1, 2009 are eligible to receive a County HRA contribution, if they have completed two (2) full years of consecutive Sonoma County regular service (excluding overtime) in pay status.
- 3) If an employee separates employment before meeting the eligibility requirement, the employee shall receive no benefit.

B. County Contribution.

1) Initial County Contribution:

- a. On the first pay date following completion of the eligibility requirements, regular full-time employees shall receive a lump sum contribution of \$2,400 deposited into an HRA account established in their name. Thereafter, contributions will be made each pay period based on the actual hours worked during that pay period.
- b. The lump sum contribution amount for regular part-time employees shall be pro-rated based on their allocated position only (e.g., a regular employee in a 0.5 full-time equivalent allocated position will receive a lump sum contribution of \$1,200 deposited into their HRA account).

2) Regular County Contribution:

After the initial contribution (defined above) is made, the County shall contribute \$.58 per pay status hour (no more than 80 hours biweekly), not including overtime, for each eligible employee. For a full time employee, this equates to approximately \$100 per month or \$1,200 per year, after the initial eligibility period is met.

3) Access to Account Balance:

- a. Participants may access the balance in their HRA account upon termination of employment and attainment of age 50 or retirement from the Sonoma County Retirement System, whichever is earlier.
- b. Participants may defer accessing the account balance to any time beyond the earliest date described in (a).
- c. Amounts that remain in the account balance are available to reimburse the participant for the same permitted medical expenses for the spouse and any other dependent covered under the retiree medical plan subject to the limitations and maximums as stipulated by law, however, federal regulations at this time do not permit the inclusion of expenses for domestic partners.

4) Survivors of eligible retirees with account balances:

- a. Spouses and eligible dependent children or dependent adults that are disabled may continue to access account balances after the death of the retiree subject to the limitations and maximums as stipulated by law.
- b. Domestic partners are not permitted access to the account balances of the participant

at this time by virtue of restrictions in the federal regulations that govern these types of accounts.

5) Forfeiture of account balance:

a. If an active employee dies prior to retirement, the amount of account balance is available to participating spouses and dependents to reimburse them for medical expenses permitted under the relevant section of the Internal Revenue code.

b. Account balances in part or in total for active participants or retirees without any eligible spouse or dependent or unused account balances after the death of the last eligible spouse or dependent will be forfeited and returned to all other active and retired participants in the form of a dividend allocated in direct proportion to the amount to be distributed divided by the total account balance for all participants applied to each individual account balance. These distributions will occur within 120 days after the annual certified audit of the plan is submitted to the administrator and the County.

This benefit will be subject to regulation under section 105(b) of the Internal Revenue Code and subject to revenue rulings for these types of plans as promulgated.

13.4 Surviving Dependent – County Contribution, effective June 1, 2009, for Employees Hired Before January 1, 2009

Upon the death of a retiree enrolled in a County offered retiree medical plan, the County will continue to pay the County's contribution toward the medical plan premium costs in the same manner as if the retiree had survived.

An eligible surviving dependent will be allowed to continue their coverage under the same circumstances and with the same County contribution as if the retiree had survived. To be eligible, a surviving dependent must meet each of the following criteria:

1. Has been an eligible dependent of a retiree who was eligible to receive a contribution toward a County offered retiree medical plan under Sections 13.2 prior to the death of the retiree, and
2. Either be enrolled or have waived coverage at the time of the retiree's death.

Any additional surviving eligible dependent(s) enrolled under the retiree's medical plan at the time of the retiree's death, may continue participation in the County offered medical plan but remain responsible for all premium costs in excess of the county contribution.

13.5 Surviving Dependents – County Contribution for Employees Hired On or After January 1, 2009

Upon the death of a retiree enrolled in the Defined Contribution retiree medical benefit plan (as defined in Section 13.3), eligible surviving dependents may continue participation in the County offered medical plan but remains responsible for all costs (including premiums).

To be eligible, a surviving dependent must either be enrolled or have a waiver on file with the County, at the time of the retiree's death.

This benefit will be subject to regulation under section 105(b) of the Internal Revenue Code and subject to revenue rulings for these types of plans as promulgated.

13.6 Continued Discussion of Retiree Medical Savings Options

The County and the Union agree to meet and discuss potential options related to retiree medical either solely, or in conjunction with other Sonoma County employees during the term of this contract but no sooner than January 10, 2010. Representatives of the Union and County shall be limited to 3 each.

The Union's agreement to meet and discuss the above issues does not supersede or affect in any way the Union's or County's right to bring proposals on these subjects to negotiations for a successor MOU.

ARTICLE 14 - HOLIDAYS

14.1 Holidays - Scheduled

Paid holidays shall be authorized for only full-time and part-time employees. To be entitled to pay for such holidays, an employee must be in pay status on the employee's regularly scheduled workdays before and after the holiday. Scheduled holidays are as follows:

- (1) New Year's Day, January 1
- (2) Martin Luther King's Birthday (3rd Monday in January)
- (3) Lincoln's Birthday, February 12
- (4) The 3rd Monday in February
- (5) The last Monday in May
- (6) Independence Day, July 4th
- (7) Labor Day, the 1st Monday in September
- (8) Veteran's Day, November 11
- (9) Thanksgiving Day, as designated by the President
- (10) The day following Thanksgiving Day
- (11) Christmas Day, December 25th
- (12) Each day appointed by the Governor of the State of California and formally recognized by the Board of Supervisors of the County of Sonoma as a day of mourning, thanksgiving or special observance.

14.2 Holidays - Floating and Christmas Eve or New Year's Eve

14.2.1 Holidays - Floating

In lieu of an additional holiday, each full-time employee who is in pay status on the last scheduled working day of June and the first scheduled working day of July, will be granted 14 hours compensatory time. Such compensatory time may be taken as time off on a day mutually agreeable to the employee and the appointing authority, or may be accumulated as provided by this Memorandum. This holiday benefit shall be reduced proportionally by any unpaid time in the pay period in which the holiday is earned. Subject to the same restrictions as required of full-time employees, each part-time employee shall be entitled to a prorated number of hours as defined by Section 14.5. Neither Section 14.3 nor 14.4 applies to this Section (14.2).

14.2.2 Holiday - Eve

In lieu of a Christmas or New Year's eve holiday, each full-time employee who is in pay status on the last scheduled working day of June and the first working day of July, will be granted 3 hours compensatory time each fiscal year which may be taken as time off on a day mutually agreeable to the employee and the appointing authority, or may be accumulated as provided by this Memorandum. This holiday benefit shall be reduced proportionally by any unpaid time in the pay period in which the holiday is earned. Subject to the same restrictions as required of full-time employees, each part-time employee shall be entitled to a prorated number of hours as defined by Section 14.5. Neither Section 14.3 nor 14.4 applies to this Section (14.2).

14.3 Holidays - Observed

If a scheduled holiday falls on a Saturday, the proceeding Friday shall be the observed holiday. If a scheduled holiday falls on a Sunday, the following Monday shall be the observed holiday. All other scheduled holidays shall be observed on the date specified in Section 14.1.

14.4 Holidays - Compensation For

14.4.1 Holidays - Full-Time Compensation - Employees Not Scheduled to Work

A full-time employee, whose assigned work schedule includes neither the scheduled holiday nor the observed holiday, shall elect to receive 8 hours of compensatory time or 8 hours paid holiday. All other full-time employees whose regular assigned work schedule includes either the scheduled holiday or the observed holiday shall receive 8 hours at their base hourly rate of pay. This holiday benefit shall be reduced proportionally by any unpaid time in the pay period in which the holiday falls.

14.4.2 Holidays - Compensation - Employees Working

An employee who actually works on either the scheduled holiday or the observed holiday shall be entitled to overtime compensation for the hours actually worked. An employee who works on both the scheduled holiday and the observed holiday shall elect which day shall be compensated at overtime. However, only one day shall be at overtime.

14.4.3 Holidays – Compensation - Employees on Leave Without Pay

An employee on leave without pay who has paid leave remaining (including vacation, sick leave or compensatory time), shall not be permitted to use paid leave as pay status days before or after a holiday for the purpose of receiving holiday pay.

14.5 Holidays - Part-time Employee Pay

For each holiday, each part-time employee shall, receive holiday pay equivalent to 1/10 of an hour regularly scheduled to be worked based on the employee's ongoing work schedule. If the employee's total hours in pay status (excluding the holiday benefit) exceeds the hours regularly scheduled to be worked, the employee shall receive holiday pay equivalent to 1/10 of an hour for each hour in pay status (excluding the holiday benefit). This holiday pay shall not exceed 8 hours for each holiday nor, for a part-time employee, be less than 3.2 hours for each holiday in the pay period. "Ongoing work schedule" for purposes of this Section shall mean an average of the two pay periods immediately preceding the holiday. Upon approval of the appointing authority, a part-time employee may elect to accrue compensatory time in lieu of holiday pay only when the holiday pay status creates hours in excess of the employee's regular allocated full-time equivalent. Holiday accrued as compensatory time will not count as in-service nor affect the accruals or proration of benefits until used in a later pay period.

14.6 Holidays - Extra-Help Employees

Extra-help employees are not covered by this Article 14 except for the provisions of Subsection 14.4.2 above.

ARTICLE 15 - VACATION

15.1 Vacation Accrual

Each employee other than extra-help shall accrue and may use vacation leave with full pay providing that the maximum accumulation shall be no more than specified in Sections 15.3 and 15.4.

15.2 Vacation - Accrual - Part-Time Employees

Part-time employees shall accrue vacation leave on a prorata basis. Usage and accrual shall be

governed by the same rules and regulations applicable to full-time employees.

15.3

Vacation - Accrual Rates - Non-Supervisory Unit

Each non-supervisory employee who has completed the following in-service hours shall accrue vacation leave at the appropriate rate shown below. Rates shown below will be adjusted to reflect any unpaid time in each pay period. Hours will be accumulated to the maximum indicated in the following table:

YEARS OF COMPLETED FULL-TIME SERVICE	INSERVICE HOURS OF COMPLETED SERVICE	RATE FOR 80 INSERVICE HOURS	MAXIMUM ACCUMULATED HOURS	
0 through 2	0.0 to	4174.2	3.07	280
2 through 3	4174.3 to	6261.4	3.68	280
3 through 4	6261.5 to	8348.5	3.99	280
4 through 5	8348.6 to	10435.6	4.29	280
5 through 10	10435.7 to	20871.2	4.60	280
10 through 15	20871.3 to	31306.8	5.83	280
15 through 20	31306.9 to	41742.4	6.44	280
20 through 25	41742.5 to	52178.0	7.05	280
25 or greater	52178.1 or more	7.36		280

Upon implementation of the Human Resources Management System (HRMS), the following table shall apply:

YEARS OF COMPLETED FULL-TIME SERVICE	INSERVICE HOURS OF COMPLETED SERVICE	RATE FOR 80 INSERVICE HOURS	MAXIMUM ACCUMULATED HOURS	
0 through 2	0 to	4,173	3.07	280
2 through 3	4,174 to	6,260	3.68	280
3 through 4	6,261 to	8,347	3.99	280
4 through 5	8,348 to	10,434	4.29	280
5 through 10	10,435 to	20,870	4.60	280
10 through 15	20,871 to	31,305	5.83	280
15 through 20	31,306 to	41,741	6.44	280
20 through 25	41,742 to	52,177	7.05	280
25 or greater	52,178 or more	7.36		280

15.4

Vacation - Accrual Rates - Supervisory Unit

Each employee in the General Supervisory Bargaining Unit who has completed the following in-service hours shall accrue vacation leave at the appropriate rate shown below. Inservice hours include all hours in pay status excluding overtime. Rates shown below will be adjusted to reflect any unpaid time in each pay period. Hours will be accumulated to the maximums indicated in the table below. No employee promoted to a supervisory position shall have his or her maximum accumulation of vacation hours reduced as a result of the promotion.

YEARS OF COMPLETED FULL-TIME SERVICE	INSERVICE HOURS OF COMPLETED SERVICE	RATE FOR 80 INSERVICE HOURS	MAXIMUM ACCUMULATED HOURS
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0 through 2	0.0 to	4174.2	3.07	360
2 through 3	4174.3 to	6261.4	3.68	360
3 through 4	6261.5 to	8348.5	3.99	360
4 through 5	8348.6 to	10435.6	4.29	360
5 through 10	10435.7 to	20871.2	4.60	360
10 through 15	20871.3 to	31306.8	5.83	360
15 through 20	31306.9 to	41742.4	6.44	360
20 through 25	41742.5 to	52178.0	7.05	360
25 or greater	52178.1 or	more	7.36	360

Upon implementation of the Human Resources Management System (HRMS), the following table shall apply:

YEARS OF COMPLETED FULL-TIME SERVICE	INSERVICE HOURS OF COMPLETED SERVICE	RATE FOR 80 INSERVICE HOURS	MAXIMUM ACCUMULATED HOURS
0 through 2	0 to 4,173	3.07	360
2 through 3	4,174 to 6,260	3.68	360
3 through 4	6,261 to 8,347	3.99	360
4 through 5	8,348 to 10,434	4.29	360
5 through 10	10,435 to 20,870	4.60	360
10 through 15	20,871 to 31,305	5.83	360
15 through 20	31,306 to 41,741	6.44	360
20 through 25	41,742 to 52,177	7.05	360
25 or greater	52,178 or more	7.36	360

15.5 Vacation - Credit Upon Reappointment

Each employee with 10435.6 (10,435, effective with HRMS) in-service hours (five or more years) who resigned in good standing and is reappointed within two years shall be credited with 4174.2 (4,174, effective with HRMS) hours (2 years) of service for purposes of new vacation accrual. Each employee who was laid off and is reappointed within two years shall be returned to the place on the accrual table (in Sections 15.3 or 15.4 above) that the employee occupied when laid off.

15.6 Vacation - Schedules

Vacation schedules shall be arranged by department heads with particular regard to the needs of the service, and whenever possible, with regard to the wishes of the employee. Every effort shall be made to arrange vacation schedules so that each employee will take as much vacation in each year as accrues to the employee in that year. Each employee's vacation time may be so divided as the needs of the service require or permit. No employee may take vacation without advance approval of the department head or appointing authority. No employee may take vacation leave in advance of that actually accumulated at the time such leave is taken.

When an employee is restricted on the use of vacation time during a certain month, or months, of the year, due to the needs of the County, the County shall make every reasonable effort to accommodate the employee's request(s) to use vacation time during the remaining months of the year.

15.7 Vacation - Payment for Unused

Each employee who is separated from County service shall be entitled to payment for all unused vacation leave which the employee may have accumulated as of the employee's last day of work and shall be computed on the basis of such employee's base hourly rate at the time of termination.

15.8

Vacation - Buyback

Each employee may request and receive payment at the base hourly rate for up to eighty (80) hours of accrued vacation in a twelve month period, provided that there is a minimum remaining vacation balance of eighty (80) hours following payment.

The side letter between SEIU and County on MTO for fiscal years 2010-2011 and 2011-2012 is attached and incorporated by this reference to this MOU. (see Appendix E)

15.9

Vacation Purchase Plan

Each eligible full and part-time employee may elect to purchase up to forty (40) hours of vacation leave each calendar year during their first five (5) years of permanent, probationary, or unclassified employment. Vacation purchased shall not exceed 200 hours. Eligibility will start from the employee's first in-service hour with the County of Sonoma. Eligibility will end upon completion of 10435.6 (10,435, effective with HRSMS) in-service hours. Each eligible employee must submit a signed vacation purchase plan agreement to his or her Departmental Payroll Clerk. Upon receipt the employee's future bi-weekly salary will be reduced by a minimum of two (2) hour increments until the purchase plan agreement has been fulfilled. Purchased vacation will be posted to the employee's leave balance upon purchase and will be available to the employee the pay period following purchase. All purchases of vacation must be completed prior to the end of the calendar year in which the employee reaches the in-service hours of 10435.6 (10,435, effective with HRMS).

The additional vacation purchased is subject to the follow guidelines:

- (a) Purchased vacation must be taken before accrued vacation in Articles 15.3 and 15.4.
- (b) Purchased vacation is subject to the maximum accumulation limits and usage in Articles 15.3 and 15.4.
- (c) Purchased vacation is subject to the same provisions in Article 15.6.
- (d) Purchased vacation leave is not eligible for buy back, Article 15.8, and purchased vacation balances will not be included in 80 hour remaining vacation balance requirement in Article 15.8.
- (e) Purchased vacation hours when taken as time off will not be included in pay status hours for the purposes of shift pay and premium pay.
- (f) Vacation Purchased will be paid off at the employee's base hourly rate at the time of termination.

15.10

Vacation Purchase Plan - Part-Time Employees

Part-time employees will be eligible to purchase vacation time on a pro-rata basis.

15.11

Vacation - Extra-Help Employee Exclusion

Extra-help employees are not covered by this Article (15).

ARTICLE 16 - SICK LEAVE

16.1

Sick Leave - Accrual

Each full-time employee shall accrue and accumulate sick leave at the rate of 3.68 in-service hours for each completed eighty-hour pay period of service. This accrual rate shall be reduced proportionally by any unpaid time in each pay period. Part-time employees shall be eligible to receive sick leave on a prorata basis. Usage and accrual of said benefits shall be governed by the same rules and regulations applicable to full-time employees.

16.2

Sick Leave - Usage

Earned sick leave credits may, with the approval of the department head, be used by the employee:

- a) during the employee's own incapacity due to illness or injury,
- b) during the time needed by the employee to undergo medical or dental treatment or

- examination,
- c) during a pregnancy disability leave in which the female employee is incapacitated due to the imminent or actual birth of a child,
 - d) when a child, spouse, or domestic partner of an employee, who is a member of the employee's household or a person for whom the employee is entitled to a Federal Income Tax dependent exemption, or the employee's parent is incapacitated by illness or injury and it is necessary for the employee to care for such child, spouse, domestic partner or parent. (Parent for purposes of this Section is defined as biological, foster, or adoptive parent, step parent, a legal guardian, or other person who stood in place of a parent to the employee when the employee was a child. A biological or legal relationship is not necessary for a person to have stood in place of a parent to the employee as a child. Parent does not include parent-in-law). Sick leave under this paragraph shall not exceed 48 hours per occurrence unless extended by joint action of the employee's department head and the Director of Human Resources by reason of exceptional hardships.

16.3 Sick Leave - Affirmation

A signed affirmation for sick leave may be required for each use of such sick leave. Reasonable medical evidence of incapacity, on forms approved by the County, may be required for sick leave use of 48 hours or less duration and shall be required for sick leave use of more than 48 hours duration.

16.4 Sick Leave - Conversion

16.4.1 Sick Leave - Conversion - Annual

Employees with sick leave balances may convert to cash at the employee's base hourly rate or compensatory time, as indicated on the chart below.

Hours of Sick Leave Used	Maximum Hours of Conversion
0 to 8.0	24.0
8.01 to 12.0	22.0
12.01 to 16.0	18.0
16.01 to 24.0	16.0
24.01 to 30.0	14.0
30.01 to 36.0	12.0
36.01 to 40.0	8.0
40.01 or more	none

A balance of 80 hours sick leave must remain in accrual after conversion. Measurement of use is based on the 26 pay periods paid in the prior calendar year. Conversion shall be exercised during the second pay period in January of each calendar year, commencing in January 2000, and shall be based on the sick leave balance at the end of the first full pay period of the preceding December. Employee must be in paid status or on an approved leave during the second pay period in January to exercise this option.

16.4.2 Sick Leave - Conversion - At Retirement

Each employee who separates from County Service on retirement only shall have the option of

converting one hundred percent (100%) of all unused sick leave remaining to each employee's credit at the time of retirement to retirement service credit as provided by Government Code Section 31641.03. This benefit will be implemented by the Board of Supervisors amending Ordinance No. 3807 to include eligible employees in the bargaining units represented by the Union under the provisions of the Ordinance. The provisions of this Section shall not be used in conjunction with Section 16.5 of this MOU.

16.5 Sick Leave - Payoff

Each employee who separates from County service voluntarily or by death, layoff, or retirement for reason other than disability, shall be entitled to payment of the monetary equivalent of 25% of all unused sick leave remaining to such employee's credit as of the time of separation, computed on the basis of such employee's base hourly pay.

16.6 Sick Leave - Payoff at Disability

Each employee separated from County service by retirement for disability shall be entitled to payment at such employee's base hourly rate for all unused sick leave remaining to such employee's credit as of the time of separation.

ARTICLE 17 - MISCELLANEOUS LEAVES OF ABSENCE

17.1 Leaves of Absence Without Pay Usage Reference Table

Employees will be required to use paid leaves before a leave of absence without pay as shown in the following table:

Paid leave required to be used before leave without pay (LWOP) is approved.				
Event	Sick	Vacation	CTO	Comment
Employee's own illness or injury	Yes, may keep 40 hrs.	No	No	
Employee's pregnancy disability	Yes, may keep 40 hrs.	No	No	
Illness/injury of a relative (as qualified in Section 16.2)	Yes, may keep 40 hrs. (refer to Section 16.2(d))	Yes	Yes	May keep 40 hrs. Any combination of Vac. & CTO
Illness/injury of a relative as defined in FMLA/CFRA* (not Art. 16.2 qualified)	No	Yes	Yes	May keep 40 hrs. Any combination of Vac. & CTO
Non-sick FMLA/CFRA qualifying event (e.g., child bonding leave)	No	Yes	Yes	May keep 40 hrs. Any combination of Vac. & CTO
Education Leave	No	Yes	Yes	Must use all Vac. & CTO
Undisclosed reason or extended vacation	No	Yes	Yes	Must use all Vac. & CTO

*Family & Medical Leave Act (FMLA)/California Family Rights Act (CFRA)

17.2

Leaves - Compassionate

With respect to this provision, the term "spouse" shall also include domestic partners, and the term "parent" is as defined in Section 16.2 d. A full-time employee may be granted up to 32 hours of leave with pay, in the event of death of (a) any of the following relatives of the employee: spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, parent, grandparent, great-grandparent, grandchild, or person who served as a parent to the employee when the employee was a minor, or (b) the parent of the spouse of the employee. Up to an additional 8 hours of sick leave may be granted to supplement compassionate leave.

Part-time employees shall be eligible for a pro-rated compassionate leave benefit that is computed by multiplying the total normal biweekly hours by .40 (e.g.: 40 hrs. x .40 for half-time employees = 16 hrs.) Ongoing work schedule for purposes of this Section shall mean an average of the two pay periods immediately preceding the need for compassionate leave or the employee's normal biweekly allocation of hours, whichever is greater.

17.3

Leaves - Court

17.3.1

Leaves - Court Leave - Response to Subpoena

A full-time or part-time employee is entitled to a leave of absence with pay at the employee's base hourly rate to respond to an enforceable subpoena to appear in a court or administrative agency hearing in California other than as a litigant and for reasons other than those caused by the employee's connivance or misconduct. An employee may retain such payment as may be allowed the employee for lodging, meals and travel, but as a condition for entitlement to this Court Leave, the employee shall make payable to the County of Sonoma any and all fees which the employee may receive as payment for the service as a witness. An employee on Court Leave will receive the base hourly rate of pay for those hours spent traveling to and from the court or administrative agency hearing and the hours spent attending to the employee's obligation as a witness so long as those hours correspond to the employee's assigned work schedule. Time spent as a witness or travel time which is outside the employee's assigned work schedule shall not be paid. If an employee's obligation as a witness expires on any workday with time remaining on the employee's work schedule, the employee will be obligated to return to work.

17.3.2

Leaves - Court Leave - Line of Duty

These provisions do not apply to employees whose appearances are in the line of duty.

17.3.3

Leaves - Court Leave - Extra-Help Employees

Extra-help employees who are scheduled to work and are subsequently called to court under circumstances in Subsection 17.3.1 above, qualify under this Subsection (17.3.1).

17.4

Leaves - Jury Duty

17.4.1

Leaves - Jury Duty - Summons

It is the policy of the County of Sonoma that County employees be encouraged to perform service as jurors when summoned for jury duty by a court of competent jurisdiction. Any employee summoned for jury duty shall as soon as possible notify his or her supervisor. The employee shall be entitled to a leave of absence with full pay for such period of time as may be required to attend the court in response to such summons. An employee may retain such payment as may be allowed for travel but shall make payable to the County of Sonoma any and all fees which the employee may receive in payment for service as a juror.

17.4.2

Leaves - Jury Duty - Extra-Help Employees

Extra-help employees who are scheduled to work and are subsequently called to Jury Duty qualify under Subsection 17.4.1.

17.5

Leaves of Absence - No Break in Service

No absence under any paid leave provision of this Memorandum shall be considered as a break in service for any employee who is in pay status during each absence. All benefits which, under the provisions of the Memorandum, accrue to employees who are in pay status shall continue to accrue during such absence.

17.6 Leaves - Time Off For Voting

If a voter does not have sufficient time outside of working hours to vote at a statewide election, the voter may, without loss of pay, take off enough working time which when added to the voting time available outside of working hours will enable the voter to vote.

No more than two hours taken off for voting shall be with pay. The time off for voting shall be only at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from the regular working shift, unless otherwise mutually agreed.

If the employee on the third working day prior to the day of election, knows or has reason to believe that time off will be necessary to be able to vote on election day, the employee shall give the employer at least two working days' notice that time off for voting is desired, in accordance with the provisions of this Section (17.6).

Not less than 10 days before every statewide election, every employer shall keep posted conspicuously at the place of work, if practicable, or else where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of this Section (17.6).

17.6.1 Leaves - Time Off for Donating Blood

If an employee does not have sufficient time outside of working hours to donate blood, subject to department operational needs, the employee may without loss of pay take off up to one hour of working time twice a year for the purpose of donating blood. The employee shall give the employer at least five working days' notice that time off for donating blood is desired, in accordance with the provisions of this Section (17.6.1).

17.7 Leaves - Candidates for Public Office

Any appointive officer or employee of the Water Agency or Sonoma County Fair and Exposition, Inc., who becomes a bona fide candidate for elective public office, may upon recommendation of the employee's appointing authority, take and be granted leave of absence without pay during all or any portion of the period of the employee's candidacy by delivering to the employee's department head at least ten days written notice of intention to do so, specifying the dates upon which such leave shall begin and end. Such officer or employee may, by further ten days written notice delivered to the employee's department head, change the date upon which such leave shall end. Such leave shall not extend beyond the period of time during which such officer or employee is a bona fide candidate for elective public office.

17.8 LWOP - Water Agency & SCF&E, Inc.

17.8.1 LWOP - Water Agency & SCF&E, Inc. - General

- a) The General Manager of the Water Agency and the Fair Manager may grant leaves without pay, for periods not to exceed six months, at the request of the employee concerned, because of illness, disability, or pregnancy; or for educational purposes; or for other reasons the General Manager or Fair Manager deems appropriate.
- b) Requests for leaves without pay for periods in excess of six months may also be approved by the General Manager and Fair Manager.
- c) An employee may appeal the denial of the employee's request for leave without pay by the General Manager or Fair Manager to the Director of Human Resources. Such appeal shall be made in writing and submitted through the General County's Grievance Procedure in accordance with its procedural requirements. Any appeal of a denial of leave without pay for medical reasons shall be accompanied by a statement signed by competent medical authority, setting forth the employee's ability to perform the duties of

the employee's position and a prognosis of the employee's ability to return to work at the termination of the requested leave.

- d) The decisions of the Grievance Appeals Committee on any appeals under this Subsection 17.8.1 shall be final and binding. An extra-help or provisional employee has no appeal rights from any decision by the County under this Section (17.8 [Subsections 17.8.1 through 17.8.5]).

17.8.2 LWOP - Water Agency & SCF&E, Inc. - Disabilities

Requests for leave without pay for disabilities which are found by the State Compensation Insurance Fund or the Industrial Accident Commission to be incurred as a result of Water Agency or Sonoma County Fair employment shall be approved by the General Manager or Fair Manager for the period following expiration of paid sick leave and vacation until discontinuation of disability compensation payments.

17.8.3 LWOP - Water Agency & SCF&E, Inc. - Military

Requests for leave without pay for military service shall be approved by the General Manager and Fair Manager in accordance with applicable law.

17.8.4 LWOP - Water Agency & SCF&E, Inc. - Medical Examination

When an employee is absent due to illness or disability, the General Manager or Fair Manager may require that the employee pass a medical examination prior to returning to work. Failure to pass such examination shall result, after expiration of the employee's accumulated sick leave, in further leave with pay; leave without pay; and/or separation of the employee.

17.8.5 LWOP - Water Agency & SCF&E, Inc. - Non-Grievability

This Section 17.8 is not grievable nor arbitrable except as stated in Subsection 17.8.1(c)

17.9 Leaves - Extra-Help Employees

Other than where specifically stated, extra-help employees are not covered by this Article (17).

17.10 Family & Medical Leave

Each eligible employee is entitled to Family and Medical Leave as provided by the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), as amended. The leaves under FMLA and CFRA run concurrently as provided by law. A full-time or part-time employee with more than 12 months of County service and at least one thousand two hundred and fifty (1,250) hours-actually worked during the previous 12 month period may request up to 12 weeks of Family and Medical Leave within a 12 month period. In some circumstances, an extra-help employee may be eligible for Family and Medical Leave.

Reason for the Family and Medical Leave may be the birth or adoption of a child or the placement of a foster child (within one year of the event) or the serious health condition of a child, spouse, parent, or the employee's own serious health condition. Child is defined as a biological, adopted or foster child, stepchild, legal ward or child of a person standing in loco parentis who is under 18 years of age or an adult dependent child. Spouse is defined as a partner in marriage as defined in Civil Code Section 4100. Parent is defined as a biological, foster or adoptive parent, stepparent or legal guardian (does not include a parent-in-law). If both parents are County employees, the aggregate Family Leave may be limited to 12 work weeks during any 12 month period. This limitation does not apply to leave taken by one spouse to care for the other, to care for a seriously ill child or for the employee's own serious health condition. Under those circumstances, each of the employees would be entitled to 12 weeks of Family and Medical Leave.

The appointing authority may grant such Leave Without Pay which qualifies as FMLA/CFRA Leave in addition to the paid sick leave provided for in Article 16 upon submission of reasonable

documentation. If the employee requests a paid or unpaid leave of absence for any reason which qualifies under CFRA/FMLA, the County shall designate that the requested leave of absence run concurrently with the employee's CRFA/FMLA entitlement.

Prior to going on Leave Without Pay, which qualifies under CFRA/FMLA, an employee may be required to use certain accrued paid leave time. Please refer to Section 17.1 for the specific requirements.

The County shall continue its contribution towards the health plan premium for up to 12 workweeks of the leave. Nothing in this Section shall preclude the use of medical or pregnancy disability leave in Section 12.9 (Medical, Dental & Vision Benefits – Medical or Pregnancy Disability) when the employee is medically incapacitated or disabled. If an employee does not qualify for continued benefits under this Section 17.10 or Section 12.9 (Medical or Pregnancy Disability Leave) and the employee wishes to continue benefit coverage, then Section 12.10 (Continuation of Health Benefits Coverage) applies.

If the event necessitating Family and Medical Leave becomes known to the employee more than 30 calendar days prior to the employee's need for the leave, the employee shall provide 30 days written advance notice to the appointing authority. If the event becomes known to the employee less than 30 days prior to the employee's need for a leave, the employee shall provide as much written advance notice as possible, and, at a minimum, a written notice no less than five (5) working days from learning of the event. If the event necessitating the leave is an emergency or is otherwise unforeseeable, the employee shall provide as much written advance notice as possible. If the leave is for a planned medical treatment, the employee must make a reasonable effort to schedule the treatment to avoid disruption of departmental operations.

This provision shall be interpreted as the legal minimum Family and Medical Leave available to eligible employees. The appointing authority may grant additional leave without pay under this Section (17.10) provided it is consistent with the applicable provisions of the Sonoma County Civil Service Rules, County leave policies, Section 17.1, and other provisions of this memorandum.

17.11 Leaves - Stipend Education Leave

17.11.1 Leaves - Stipend Education Leave - Health Benefit Continuation

Notwithstanding the provisions of Section 12.10, employees in the Human Services Department who are authorized a Leave of Absence to attend graduate school under the IV-E Training Program, to obtain a master's degree in Social Welfare (MSW), shall be entitled to continue the County Health Benefit insurance program during the education leave. The County shall continue to make its normal health benefit contribution for the employee as provided under Section 12.2.3 (County Contribution toward Active Employee Medical Benefits) of this MOU. The employee shall make appropriate payments acceptable to the ACTTC to continue his/her portion of the premium during the leave.

17.11.2 Leaves - Stipend Education Leave - Employee Requirements

Each employee shall comply with all requirements of the Department in applying for the educational stipend leave. The employee shall agree and contract with the County, that upon return from leave, he/she will continue working for the County for a minimum of one year for each year of approved education leave. If, for any reason, the employee is not able to satisfy the agreement, then the employee shall repay the County for the total cost of the County's contribution for the continuance of the health insurance benefit during the approved period. The County Department of Human Services may waive the pay back requirement under this Section in case of employee's disability or death, or involuntary transfer of employee's spouse out of the area.

17.11.3 Leaves - Stipend Education Leave - Non-Grievability

Subsection 17.11 is not grievable nor arbitrable under Article 21 of this MOU.

- 17.12 Leaves - Disaster Leave
Upon approval of the appointing authority, County employees may donate accrued compensatory time and vacation leave to other County employees who have lost work time during a Board of Supervisors' declared state of emergency. Such donated time will not exceed the total amount of time lost by the receiving employee including vacation, compensatory time used and any unpaid leave incurred. Donations must be made no later than 90 days from the last day lost by the employee.
- 17.13 LWOP - Community Development Commission
17.13.1 LWOP - Community Development Commission - General
- a) Employees will be required to use appropriate paid leave(s) before leave of absence without pay will be granted pursuant to Section 17.1 (See Chart).
 - b) The Community Development Commission Executive Director may grant leaves without pay, for a period not to exceed six months, at the request of the employee concerned, because of illness, disability, or pregnancy; or for educational purposes; or for other reasons the Executive Director deems appropriate.
 - c) Requests for leaves without pay for periods in excess of six months may also be approved by the Executive Director.
 - d) An employee may appeal the denial of the employee's request for leave without pay by the Executive Director to the Director of Human Resources. Such appeal shall be made in writing and submitted through the General County's Grievance Procedure in accordance with its procedural requirements. Any appeal of a denial of leave without pay for medical reasons shall be accompanied by a statement signed by competent medical authority, setting forth the employee's ability to perform the duties of the employee's position and a prognosis of the employee's ability to return to work at the termination of the requested leave.
 - e) The decision of the Grievance Appeals Committee on any appeals under this Subsection 17.13.1 shall be final and binding. An Extra-Help or provisional employee has no appeal rights from any decision by the County under this Section (17.13.1 through 17.13.5).
- 17.13.2 LWOP - Community Development Commission - Disabilities
Requests for leave without pay for disabilities which are found by the State Compensation Insurance Fund or the Industrial Accident Commission to be incurred as a result of Community Development Commission employment shall be approved by the Executive Director until discontinuation of disability compensation payments.
- 17.13.3 LWOP - Community Development Commission - Military
Requests for leave without pay for military service shall be approved by the Executive Director in accordance with applicable law.
- 17.13.4 LWOP - Community Development Commission - Medical Examination
When an employee is absent due to illness or disability, the Executive Director may require that the employee pass a medical examination prior to returning to work. Failure to pass such examination shall result, after expiration of the employee's accumulated sick leave, in further leave with pay; leave without pay; and/or separation of the employee.
- 17.13.5 LWOP - Community Development Commission - Non Grievability
This Section 17.13 is not grievable nor arbitrable except as stated in Subsection 17.13.1(d).
- 17.13.6 Leaves - Extra-Help Employees- Community Development Commission
Other than where specifically stated, extra-help employees are not covered by this Article (17).

17.14

Supervisory Leave (Supervisory Unit Only)

Each fiscal year each full time employee in the Supervisory Bargaining unit (0095) who is in pay status on the last scheduled working day in June and the first scheduled working day in July shall be granted supervisory leave as described in 17.14 A) & B) below. Subject to the same restrictions as required of full-time employees, each part-time employee shall be entitled to a pro-rated number of hours based on 1/10 of an hour for each hour in pay status for the pay period that includes July 1. Extra help employees are not covered by this article.

A.) The amount of paid leave (supervisory leave) an employee receives shall depend on the designation of each position, pursuant to Fair Labor Standards Act (FLSA) regulations. As a matter of record, the parties have accepted the County's application of FLSA designations of these positions.

B.) Employees occupying a position designated as "Exempt" per FLSA guidelines shall receive two days (16 hours) of "Supervisory Leave" per fiscal year. The exempt positions are coded as follows by payroll:

A = Administrative

P = Professional

E = Executive

C.) Employees occupying a position designated as "Non-exempt" shall receive one day (8 hours) of "Supervisory Leave" per fiscal year. The non-exempt positions are coded as follows by payroll:

N = Non-exempt

NAW = Non-exempt - Alternative Work Week

N7J = Non-exempt 7(j) exception to 40 hr work week

D.) Any accrued unused supervisory leave shall expire the last day of the last full pay period of each fiscal year and shall not be payable. Upon separation of employment any unused leave shall be forfeited and not considered as payable with other leave payoffs.

E.) Supervisory leave taken shall be requested in advance and subject to the approval of the Department Head, or Designee, and considered for approval with particular regards to the needs of the service, and whenever possible, with regard to the wishes of the employee. Every effort shall be made to arrange leave so that each employee will take available leave each fiscal year.

F.) Supervisory leave shall be subject to the requirements of article 17.1, Leaves of Absence without pay usage reference table, as they apply to vacation and compensatory time off.

G.) Supervisory leave shall not be available for buyback or cash-out at any time. Leave shall also be subject to forfeiture upon any changes in status or transfer to bargaining unit that is not considered eligible for Supervisory Leave.

ARTICLE 18 - MISCELLANEOUS PROVISIONS - ALL BARGAINING UNITS

18.1

Safety

18.1.1

Safety - Shared Obligation

The County is committed to providing a safe and healthy workplace for its employees. It is the duty of all employees to follow safe work practices and procedures and to report any unsafe practices or conditions to their immediate supervisor or designee.

18.1.2

Safety Program

The County provides an Occupational Safety and Health Program in accordance with Sonoma

County Administrative Policy 6-4 Safety Management Policy and Sonoma County Safety Management Program adopted by the Board of Supervisors on February 26, 2008, Resolution #08-0157.

18.1.3 Safety - Hazard Report, Action, Appeals Process

All hazard reports, actions, and appeals shall follow the process contained in the County of Sonoma Safety Management Policy, Administrative Policy 6-4, and Sonoma County Safety Management Program, and shall not be grievable.

18.1.4 Safety - Training

Safety training will be conducted in accordance with the Sonoma County Administrative Policy 6-4 Safety Management Policy and Sonoma County Safety Management Program.

18.2 Memorandum of Understanding – Distribution

This Memorandum of Understanding is available on-line at the County's inter-net and intra-net sites. Bargaining unit members with no access to a County computer at their worksite may request a copy of the MOU from the Department Payroll Clerk.

18.3 Indemnification - County

The County recognizes its obligation to defend and indemnify its officers and employees in accordance with California Government Code 825 et. seq. and 995 et. seq. This item is not grievable nor arbitrable.

18.4 County/Union Meetings

The County and the Union shall meet whenever the Union President or General Manager and the County's Employee Relations Manager agree to meet to discuss matters of mutual interest. Agenda items will be agreed to as well as the date and time of such meeting.

18.5 Suggestion Awards Program

The County agrees to continue the Suggestion Awards Program. The County reserves the right to reduce or eliminate the program if adequate staff resources cannot be provided to continue a meaningful program.

18.6 Emergency Meals

An appointing authority may arrange for meals to be provided at County expense to employees who are required to be kept on duty for prolonged periods of time or for emergency situations.

18.7 Direct Deposit

The County will continue to make a deposit of participating employees' pay checks directly to the employee's accounts in the participating financial institutions. The effective date of deposit will be one day after the regularly scheduled date of payroll issue.

18.8 Housing Assistance Program - Labor/Management

The parties agree that effective July 7, 1992, the Auditor shall deduct 1¢ per hour from each Union represented employee and shall place the monies in a specific account for use in assisting eligible employees in purchasing or renting a home in Sonoma County. The County shall, on at least a quarterly basis, make a matching contribution equaling the amount generated by employee deductions. The Auditor shall make regular reports to the committee on funds available.

The County and the Union shall jointly form a labor management committee to prepare and administer a Sonoma County Labor/Management Housing Assistance Policy. The Committee shall oversee the administration of the housing assistance program through the Community Development Commission staff. Represented employees of the Community Development

Commission (CDC) may participate in the Housing Assistance Program except the Special Projects Coordinator may not participate nor any CDC employee who is in a decision making position related to the Housing Assistance Program.

If an employee receives a loan from the housing assistance fund, payroll deduction payments will be made so long as the employee is employed by the County.

Please reference Letter of Agreement, Number Five, for additional information.

18.9 Training - Interest Bargaining

It is the intent of the parties to incorporate interest bargaining concepts into future labor/management negotiations.

This Section (18.10) is not grievable nor arbitrable under this contract grievance procedure. The parties agree that training costs under this Section (18.10) shall be equally shared between the County and the employee's Tuition & Textbook account.

18.10 Advisory Committees - Labor/Management

The County and Union support the creation and utilization of the Countywide and departmental labor-management committees. The parties acknowledge that it may not be feasible to form committees in every department, particularly small departments. Nevertheless, departments are encouraged to consider utilizing this collaborative problem-solving mechanism, which has proven to be worthwhile and successful.

Labor/Management Advisory Committees shall be comprised and function in the following manner:

- a) The committees shall be made up of no less than two (2), nor more than four (4), members each from the Union and other labor organizations representing department employees and from department management and supervisory staff. A member of the staff of the Human Resources Department or Union trained in facilitation or group problem solving may serve as a facilitator. The parties may also utilize the service of an outside facilitator with the department and the Union sharing the outside facilitator's fee.
- b) Labor/Management committee meetings and related training shall be deemed County business for compensation purposes.
- c) The committees may be continued, modified, or expanded by mutual agreement of the participants. At the request of either party, Department Labor Management Committees may be evaluated.
- d) The committees may review, discuss and make recommendations on a variety of departmental issues of mutual concern. Concerns regarding workloads within a department are to be taken to the Department Labor Management Committee. If the department does not have a Labor Management Committee, or if the issue is unresolved by the committee, the issue may be referred to the County Wide Labor Management committee.
- e) The committees are encouraged to brainstorm possible issues and problems, prioritize the possible issues in general order of importance, and select high priority issues of mutual interest to review. In reviewing the issues, the committees are encouraged to define the issue carefully, study and evaluate the most promising solutions, and make a recommendation with supporting documentation to the department head with a copy to the Director of Human Resources and the General Manager of the Union.
- f) The department head shall evaluate proposed solution, make a decision on the committee's recommendation and report back his/her decisions. The committee may make an oral presentation as well as their written report and recommendation to the department head.
- g) Departments must fund any recommended changes through the existing budget process or through cooperative efforts of the Department Labor/Management Committee in seeking and locating funding for changes through other sources. The decisions of the

department head shall not set precedent nor bind the County or other County departments. The County Wide Labor/Management Committee shall publicize the positive results of department committee recommendations.

- h) Matters of County wide interest and matters impacting the collective bargaining agreement shall be forwarded to the County Wide Labor/Management Committee for review. Department committees are not authorized to bargain, modify or add to existing provisions of the existing agreement. Grievances, wages, hours, fringe benefits are also excluded from consideration by the committee; however, the County Wide Labor/Management Committee, by mutual agreement, may request and authorize, in writing, a Department Labor/Management Committee to review and discuss a matter within the scope of bargaining such as premiums, fringe benefits, caseload and working hours.
- i) This Section (18.10) is not grievable nor arbitrable under the contract grievance procedure, except that the County's refusal to establish in good faith these committees is a contract grievance matter.

18.11 Retirement - Credit for Prior Public Service

In addition to any other retirement buyback provision, employees who are contributing members of the Sonoma County Employees' Retirement Association can purchase retirement credit for public service time rendered prior to employment with the County of Sonoma pursuant to Government Code Sections 31641.1 and 31641.2, during the term of this MOU.

18.12 Retirement - Final Compensation

Salary, premiums, and other miscellaneous earnings included in final compensation for retirement calculations shall be determined by the Retirement Board.

18.13 Retirement - 3% at 60 Enhanced Retirement Program

Effective June 22, 2004 the 3% at 60 enhanced retirement program will be available to SEIU represented employees who are contributing members of the Sonoma County Employees' Retirement Association (SCERA).

SEIU-represented SCERA members will contribute an additional 3.03% pretax to their employee retirement account. This contribution will continue for twenty (20) years (until July 2024) to pay for the unfunded accrued actuarial liability resulting from any past service. Represented employees also will pay a pretax statutory contribution of approximately 1% or slightly more, contingent upon age of entry into the retirement system.

Additionally, the employer-paid 1% deferred compensation (457) contribution will cease and will be re-directed to pay 1% of the normal retirement cost going forward.

Additional savings from the County Health Plan revisions (.33%) is directed also to fund the normal cost above. In the event that effective County Health Plan changes are not achieved, the parties agree to re-open to discuss how to adequately fund the remaining costs associated with the new 3% at 60 enhanced retirement program.

18.14 Workload Accommodation During Vacancies

To accommodate workload during periods when there are vacant positions in a work unit, the following criteria will be followed:

- 1) Workload will be prioritized and distributed with input from staff.
- 2) The use of overtime, extra help, temporary workers, interns, retiree registry, increased staffing, supervisory and management support to staff will be considered before workload is assigned.

ARTICLE 19 - BARGAINING UNIT AND SPECIAL PROVISIONS

- 19.1 Job-Sharing
Job-sharing is defined as the practice of filling one permanent full-time position with two part-time employees sharing a caseload and/or other job duties and pursuant to a written agreement between the employees and the Appointing Authority.
Requests by employees to participate in a job-sharing agreement shall be considered on their individual merits and on the compatibility of the individuals making the request as determined by the appointing authority.
A job-sharing agreement may be terminated by the appointing authority or by the mutual agreement of all of the parties involved or by the termination of one of the employees. Decisions made by the appointing authority under this policy are not grievable nor arbitrable.
- 19.2 Economic Assistance Division - Vacancies
When an allocated position remains vacant in the Human Services Department Economic Assistance Division for more than 30 calendar days, and in the judgment of the Human Services Director, adequate State and Federal funds are available, at least one of the following options shall be used to cover the workload for the vacant position:
a) hiring trained extra-help, if available;
b) authorizing overtime if there are enough volunteers to accomplish the necessary work, all overtime assignments will be voluntary; if there are not sufficient volunteers for overtime assignments to complete the necessary work, the Director may at his/her discretion, make mandatory overtime assignment.
- 19.3 Service & Technical Support Unit - Regional Parks
- 19.3.1 Svcs. & Tech. Support - Regional Parks Dept. - Assign. & Transfer
The department maintains the right to assign and transfer an employee to a specific reporting location. If a transfer is at the direction of the department, the employee will be given at least 7 days notification. At least 30 days notification shall be given of any transfer directed by the department that exceeds 25 miles or requires the employee to relocate his permanent residence. Employees transferred at the direction of the department over 25 miles, or who are required to relocate their permanent residence shall also be entitled to up to 3 days of paid moving leave, and reimbursement for moving expenses of up to \$300 for rental of truck or trailers and upon submitting receipts for approval to the Director of Regional Parks.
- 19.3.2 Svcs.& Tech Support – Regional Parks Dept – Housing
Any employee in the class of Park Ranger Trainee, Park Ranger III, Parks & Grounds Maintenance Worker I, II, Parks & Grounds Maintenance Supervisor, Aquatic Specialist, Events Services Supervisor, or Building Events Workers may be assigned to live in County-provided housing. Consideration in assignment to housing within each ranger area will be given to rank in the following order by earliest hire date: 1) Rangers, 2) Park Maintenance Workers, 3) Aquatic Specialists, 4) Events Services Supervisor, and 5) Building Events Workers.
- 19.3.3 Svcs. & Tech. Support - Regional Parks Dept. - Maintenance Fees
Once a Housing License Agreement is signed by a Park Ranger, Parks & Grounds Maintenance Worker, Parks & Grounds Maintenance Supervisor, Events Services Supervisor, or a Building Events Worker, residing on County property shall be a condition of employment. No rent is charged. The employee granted a license to utilize the assigned housing will be charged an individual maintenance cost based upon the cost of providing utilities and normal maintenance upkeep of the residence structure. The Board of Supervisors shall set the maintenance fee, subject to the provisions of this Subsection (19.3.3), and this fee shall be deducted from the

employee's paycheck. Maintenance fees will not, in any case, exceed 15% of the salary of each licensed employee based upon the base hourly rate of the employee. Each licensed employee shall be responsible for any possessory interest tax levied against him or her.

Maintenance fees may be increased by the County each July of this MOU with each adjustment being a percentage amount not exceeding the percentage amount of the cost-of-living salary adjustment, excluding equity adjustments, in the preceding fiscal year under this Memorandum.

19.3.4 Svcs. & Tech. Support - Regional Parks Dept. - Special Provisions

The reasonable cost of the housing shall not be added to the employee's base hourly rate in computing the employee's regular rate of pay. In addition, no Standby or Callback will be paid to Park Ranger tenants, except that off-shift work including emergency responses will be counted toward hours worked for the purposes of computing overtime. Park Ranger tenants shall maintain and submit a log identifying off-shift work and time spent performing this work in the regular work period in which overtime is claimed.

19.3.5 Svcs. & Tech. Support - Regional Parks Dept. - North Coast Assignment Premium

Any employee in the class of Park Ranger Trainee, Park Ranger III and Parks & Grounds Maintenance Worker II who is permanently assigned to the North Coast reporting locations for Stillwater Cove and Gualala shall receive a 10% premium for all hours in pay status to address recruitment and retention and additional costs created by this assignment. The Union and the County agree to re-open for discussion of this provision if a different premium level is negotiated for the job classes of Park Ranger I and II assigned to the North Coast as defined above. The re-opener would occur upon ratification of an agreement that contains a different premium.

19.4 Maintenance Unit - Disposal Workers - Work Schedule

The County will continue the 9-hour work day (8-hours regular time, 1-hour overtime) for Disposal Workers I and II on such schedule as of July 5, 1983, provided however, that County reserves the right to change such work schedule after meeting and conferring with the Union with regard to the impact of such change in schedule, but not with regard to the decision to make such change.

19.5 Maintenance Unit - Reporting Location Park Maintenance Worker

During the term of this Memorandum the County will continue the current Regional Parks' Department practice and policy with regard to the reporting to work location for Parks & Grounds Maintenance Workers. The parties agree that a Parks & Grounds Maintenance Worker's reporting location may be changed temporarily by the County in response to an emergency as defined in Article 3. The Department may only change permanently a Park Maintenance Worker's reporting location after first meeting and conferring with the Union.

19.6 Supervisory Unit - Supervisory-Subordinate - Salary Alignment

It is the mutual goal of the parties to achieve and maintain a 10% base salary differential, between supervisory employees and those supervised. During the term of this Memorandum, whenever the difference between the "I" Step of the salary range of a supervisory classification and the "I" Step of the salary range of the supervisor's subordinate classification is less than 10%, upon request by the Union, the County shall meet and confer with the Union on the supervisor's salary range.

Effective March 4, 2003, one (1) Accounting Technician position at the Sonoma County Water Agency that supervises Account Clerk III's will receive a 4.1% premium for as long as the base salary difference between that position and direct subordinates is 5.9% or less at the "I" step.

19.7 VDT (Video Display Terminal)/ Microfilm Reading

19.7.1 Human Factors Considered

The County will consider human factors in the use of VDTs and microfilm readers by employees and will make reasonable efforts to acquire equipment that will produce high levels of user comfort and safety.

A VDT or microfilm operator who is experiencing physical problems due to working with equipment, work area lighting, and/or VDT furniture, shall report those problems to the operator's supervisor. An operator may also raise such problems by filing a Hazardous Report Form or by contacting the department safety officer. The response by the County to any VDT or microfilm-related complaint will depend upon the particular circumstances raised.

19.7.2 VDT/Microfilm - Benefit

The County will maintain a VDT/microfilm user safety program related to vision care. Each current or new employee who is assigned to use as a part of their regular job assignment a VDT or microfilm reader for twenty hours per week or more on an ongoing basis will be entitled to the VDT/microfilm benefit. Employees who do not meet the on going twenty-hour per week threshold but are experiencing problems can contact their supervisor to arrange for an assessment by Risk Management.

19.7.3 VDT/Microfilm - Eligibility

Full-time and part-time employees eligible under Section 19.7 will receive a VDT/microfilm eye examination and, if prescribed, special lenses and frames through arrangement with the Vision Service Plan (VSP). Examinations can only be performed by a VSP member eye-care provider or other selected provider.

Full-time VDT or microfilm operators eligible for the benefit must include their VDT or microfilm eye examination with the annual VSP eye examination. Effective September 1987, part-time employee VDT or microfilm operators eligible for the benefit will be provided, through a VSP eye-care provider of the employee's choice, an annual eye examination and, if prescribed, special lenses and frames at no cost to the employee.

19.8 Supervisory Unit - Housing Allowance - Marina Supervisor

An employee in the class of Marina Supervisor shall be expected to, when off duty, respond in a timely manner to calls from Marina customers.

An employee in the Marina Supervisor job class will be entitled to receive a housing allowance of \$400 per month. The housing allowance will be increased \$50 each fiscal year to a maximum of \$550 per month during the term of this contract.

19.9 Medical Examinations - Water Agency, Fairgrounds

The Manager or designee may direct any employee to undergo a medical examination to determine his or her mental and physical capacity to perform the duties of the position. Each determination that an employee is or is not capable of performing the duties of the position may be made available to the Manager and to the employee concerned. All other records pertaining to such examination shall be retained by the Occupational Health Clinic in the same place and under the same circumstances as other patient records.

19.9.1 Medical Examinations - Community Development Commission

The Executive Director or designee may direct any employee to undergo a medical examination to determine his or her mental and physical capacity to perform the duties of the position. Each determination that an employee is or is not capable of performing the duties of the position may be made available to the Executive Director and to the employee concerned. All other records pertaining to such examination shall be retained by the Occupational Health Clinic in the same place and under the same circumstances as other patient records.

19.10 Notary Services

When notary services are required to be performed as an assigned duty of the job classification

or the position, the County shall pay out-of-pocket costs associated with the notary license, including bond, stamp and book. Time spent to test for license or renewal is paid work time, as it is related to required duties.

An employee's individual tuition and textbook account will not be charged for such expenses.

19.11 Title IV E – Part time - Masters of Social Work (MSW) in Public Child Welfare

For the term of this agreement only, the County will establish a pilot program for current employees of the Human Services Department who have been accepted into an accredited MSW Program with an emphasis in Public Child Welfare, approved by the Human Services Department.

The employee selected for the internship program would remain in their base classification and pay rate and would be allowed time away from their regular responsibilities up to 16 hours per week for completing their required field placement work which would take place at the County of Sonoma's Human Services Department.

The County and Union agree that the internship hours that occur during regular working hours (16 hours per week), are compensable hours. All other hours required of the Title IV E program are not compensable work hours.

This program is strictly voluntary and the internship duties do not directly relate to the employee's base classification. Completion of coursework related to the MSW and homework is not part of the program and would be completed outside the employee's regular work hours.

Subsection 19.11 is not grievable or arbitrable under Article 21 – Grievance Procedure of this MOU.

For information about the full-time Title IV-E program, please see Article 17.11 Leaves – Stipend Education Leave.

ARTICLE 20 - LAYOFF AND RESTORATION

20.1 Layoff and Restoration - Water Agency

20.1.1 Layoff - Water Agency - Applicability

The parties agree that the following layoff policy and procedures shall be applicable to employees of Sonoma County Water Agency who are covered by this Memorandum.

20.1.2 Layoff - Water Agency - Force Reduction

Employees shall be subject to layoff whenever their positions are abolished, or whenever necessary because of lack of work or lack of funds.

20.1.3 Layoff - Water Agency - Order of Layoff

- a) Layoff procedures shall be applied on a Water Agency-wide basis. Where appropriate, after meeting and conferring with the Union, the Agency may authorize that layoff procedures be restricted to employees of one or more divisions or small units of the Agency.
- b) Whenever necessary to layoff one or more employees in the Agency, in a division or unit in which there is more than one employee in the class in which the layoff is necessary, employees shall be laid off in the following order:
 - (1) Extra-help and Provisional employees.
 - (2) Employees who have had their first merit increase extended or denied because of poor job performance.
 - (3) Full-time and part-time employees who have less than 1040 hours of continuous County Agency service.

- (4) Part-time and full-time employees with more than 1040 hours of continuous County and Agency service.
- c) Continuous County and Agency service in the class in which the layoff occurs or in any other class having the same or higher salary range shall be counted as service in the affected class. Employees with less total continuous County and Agency service in the affected class shall be laid off before those with greater total continuous County and Agency service in the affected class. Continuous part-time service shall be prorated on an hour-for-hour basis in its relationship to full-time work.
- d) For purposes of this Section 20.1, continuous service means continuous employment by the County or Water Agency, whether with or without pay status.

20.1.4 Layoff - Water Agency - Displacement

A full-time or part-time employee who is laid off and who has greater total continuous County and Agency service than another employee in the Agency in another class, with the same or lower salary range and in which class the employee previously occupied in good standing and for which the employee is qualified for certification, transfer or voluntary demotion, may elect to displace the junior employee in the Agency in the class in accordance with the rules on the order of layoff (Subsection 20.1.3). An employee who is displaced shall be laid off and replaced by the employee who displaces him/her. An employee who is displaced because of layoff may in the same manner displace an employee who is junior to him/her.

Should an employee have the right to displace in more than one class, the employee shall first displace in the class with the highest salary range.

20.1.5 Layoff - Water Agency – Restoration

- a) Each person other than extra-help or provisional who has been laid off or displaced from, or who has in lieu of layoff been demoted voluntarily from a position in which the employee occupied in good standing shall, in writing by certified mail, be offered restoration to a vacant position in the classification from which the employee was laid off, which the County determines to fill within two years after the date the employee is laid off or displaced. The Agency shall make a reasonable attempt to notify an employee who is eligible for restoration. If an employee cannot be reached within 30 calendar days, the right to restoration shall be forfeited. Should an employee not accept restoration within five (5) regular Agency business days after the receipt of the offer or should the employee decline to begin work within 15 regular Agency business days after the receipt of the offer, the employee shall be declared unavailable and shall forfeit the right to restoration unless further offer of restoration is granted by the General Manager/Chief Engineer.
- b) Whenever more than one person has been laid off and/or displaced in the same class in the Agency, the order of restoration shall be in reverse of the order of layoff. An employee, who has restoration rights in more than one class because of layoff or displacement in more than one class, shall have restoration rights in each of the classes from which the employee was laid off or displaced. Refusal to accept restoration in one class does not eliminate the right to restoration in the other class or classes.
- c) Whenever a person is unavailable for restoration, the next senior person who is eligible for restoration shall be offered restoration in the same manner and under the same conditions. Should there be no person eligible and available for restoration, the position shall be filled by the Agency.
- d) A person who has forfeited for restoration may, within 10 regular Agency business days after forfeiture, request in writing to the General Manager/Chief Engineer that the employee be considered for a further offer of restoration, should such occur within one year after layoff or displacement. The employee's request shall contain a full

explanation of the reason for the employee's unavailability. Within 30 calendar days after the request is filed the General Manager/Chief Engineer shall either grant or deny the request. The General Manager/Chief Engineer may specify conditions under which the further offer of restoration may be granted.

20.1.6 Layoff - Water Agency - Appeals

- a) The Board of Directors of the Sonoma County Water Agency shall act as a separate and final hearing body for layoff appeals for all full-time and part-time employees. Extra-help employees have no appeal rights.
- b) Implementation of a layoff decision may be appealed by an employee laid off; however, the decision to layoff may not be appealed.
- c) Any formal written notice to a part-time or full-time employee stating that the employee is subject to layoff or layoff resulting from displacement may be appealed as follows:
 - (1) Within 10 regular Agency business days from the receipt of the notice, an employee may, within the provision of Subsection 20.1.6(b), appeal the action to the General Manager/Chief Engineer.
 - (2) Within five (5) regular Agency business days after receiving the appeal, the General Manager/Chief Engineer shall give a written decision to the employee.
 - (3) If the employee is not satisfied with the decision in Subsection 20.1.6(c)(2) above, the employee may, within five (5) regular Agency business days after receiving the decision, appeal the decision to the Agency's Board of Directors.
 - (4) The Agency's Board of Directors shall review an appeal resulting from Subsection 20.1.6(c) above, within 21 days. This review and appeal procedure which applies to layoff and displacement action in no way supersedes restoration appeal procedures set forth under Subsection 20.1.5.

20.1.7 Layoff & Restoration - Water Agency - Non-Grievability

This Section 20.1 (20.1.1 through 20.1.7) is not grievable nor arbitrable.

20.2 Sonoma County Fair and Exposition, Inc. (SCF&E Inc.)

20.2.1 Layoff - SCF&E, Inc. - Applicability

The parties agree that the following layoff policy and procedures shall be applicable to employees of Sonoma County Fair and Exposition, Inc. (hereinafter referred to as SCF&E, Inc.) who are covered by this Memorandum.

20.2.2 Layoff - SCF&E, Inc. - Force Reduction

Employees shall be subject to layoff whenever their positions are abolished, or whenever necessary because of lack of work or lack of funds.

20.2.3 Layoff - SCF&E, Inc. - Order of Layoff

- a) Layoff procedures shall be applied on a Fairgrounds-wide basis. Where appropriate, after meeting and conferring with the Union, the Fair Manager may authorize that layoff procedures be restricted to employees of one or more divisions of the Fair.
- b) Whenever necessary to layoff one or more employees in positions allocated by the Board of Supervisors at the Fair, in a division or unit in which there is more than one employee in the class in which the layoff is necessary, employees shall be laid off in the following order:
 - (1) Extra-help and Provisional employees.
 - (2) Employees who have had their first merit increase extended or denied because of poor job performance.
 - (3) Full-time and part-time employees who have less than 1040 hours of continuous County and Fair service.
 - (4) Part-time and full-time employees with more than 1040 hours of continuous County

and Fair service.

- c) Continuous County and Fair service in the class in which the layoff occurs or in any other class having the same or higher salary range shall be counted as service in the affected class. Employees with less total continuous County and Fair service in the affected class shall be laid off before those with greater total continuous County and Fair service in the affected class. Continuous part-time service shall be prorated on a hour-for-hour basis in its relationship to full-time work.
- d) For purposes of this Section (20.2), continuous service means continuous employment by the County or Sonoma County Fair and Exposition, Inc., whether with or without pay status.

20.2.4 Layoff - SCF&E, Inc. - Displacement

A full-time or part-time employee who is laid off and who has greater total continuous County and Fair service than another employee of the Fair in another class with the same or lower salary range, may elect to displace the junior employee of Fair in the class in accordance with the rules on the order of layoff (Subsection 20.2.3) if the employee previously occupied a position in the class in good standing and if the employee is qualified for transfer or voluntary demotion to the class. An employee who is displaced shall be laid off and replaced by the employee who displaces him/her. An employee who is displaced because of layoff may in the same manner displace an employee who is junior to him/her.

Should an employee have the right to displace in more than one class, the employee shall first displace in the class with the highest salary range.

20.2.5 Layoff - SCF&E, Inc. – Restoration

- a) Each person other than extra-help or provisional who has been laid off or displaced from, or who has in lieu of layoff been demoted voluntarily from a position which the employee occupied in good standing shall, in writing by certified mail, be offered restoration to a vacant position in the classification from which the employee was laid off, which Fair determines to fill within two years after the date the employee is laid off or displaced. The Fair shall make a reasonable attempt to notify an employee who is eligible for restoration. If an employee cannot be reached within 30 calendar days, the right to restoration shall be forfeited. Should an employee not accept restoration within seven (7) days after the receipt of the offer or should the employee decline to begin work within 21 days after the receipt of the offer, the employee shall be declared unavailable and shall forfeit the right to restoration unless further offer of restoration is granted by the Fair Manager.
- b) Whenever more than one person has been laid off and/or displaced in the same class at Fair, the order of restoration shall be in reverse of the order of layoff. An employee, who has restoration rights in more than one class because of layoff or displacement in more than one class, shall have restoration rights in each of the classes from which the employee was laid off or displaced. Refusal to accept restoration in one class does not eliminate the right to restoration in the other class or classes.
- c) Whenever a person is unavailable for restoration, the next senior person who is eligible for restoration shall be offered restoration in the same manner and under the same conditions. Should there be no person eligible and available for restoration, the position shall be filled by Fair.
- d) A person who has forfeited for restoration may, within 10 days after forfeiture, request in writing to the Fair Manager that the employee be considered for a further offer of restoration, should such occur within one year after layoff or displacement. The employee's request shall contain a full explanation of the reason for the employee's unavailability. Within 30 days after the request is filed the Fair Manager shall either grant or deny the request. The Fair Manager may specify conditions under which the further offer of restoration may be granted.

20.2.6 Layoff - SCF&E, Inc. - Appeals

- a) The Sonoma County Fair Board shall act as a separate and final hearing body for layoff appeals for all full-time and part-time employees. Extra-help employees have no appeal rights. The Fair Board will hear any such appeal(s) unless and until Fair amends its by-laws to give to the Personnel Committee of the Fair Board the authority to hear such appeals. Any such by-laws amendment would not be subject to meet and confer.
- b) Implementation of a layoff decision may be appealed by an employee laid off; however, the decision to layoff may not be appealed.
- c) Any formal written notice to a part-time or full-time employee stating that the employee is subject to layoff or layoff resulting from displacement may be appealed as follows:
 - (1) Within 14 days from the receipt of the notice, an employee may, within the provision of Subsection 20.2.6(b), appeal the action to the Fair Manager.
 - (2) Within seven (7) days after receiving the appeal, the Fair Manager shall give a written decision to the employee.
 - (3) If the employee is not satisfied with the decision in Subsection 20.2.6(c)2 above, the employee may, within seven (7) days after receiving the decision, appeal the decision to the Fair Board.
 - (4) The Fair Board or Personnel Committee shall review an appeal resulting from Subsection 20.2.6(c) above, within 21 days.

This review and appeal procedure which applies to layoff and displacement action in no way supersedes restoration appeal procedures set forth under Subsection 20.2.5.

20.2.7 Layoff & Restoration - SCF&E, Inc. - Non-Grievability

This Section 20.2 (20.2.1 through 20.2.7) is not grievable nor arbitrable.

20.3 Layoff and Restoration - General

20.3.1 Layoff - General - Policy

The parties agree that the following layoff policy and benefits shall be applicable to all regularly employed full-time and part-time employees of the County, Water Agency, Air Quality Control District and the Fair. Neither the layoff nor the decision to layoff shall be grievable or arbitrable.

20.3.2 Layoff - General - Notice

An employee may be laid off from his or her job class and regular County service three weeks (21 calendar days) after formal, written notice has been presented or mailed to the employee at his or her last known address with a copy to the Union.

20.3.3 Layoff - General - Job Placement

Prior to layoff, the County shall attempt to place employees in a vacant position. The employee must have received formal layoff notice and requested reassignment to another department. Attempted placement shall be conducted in accordance with the County's Civil Service Rules. Job Placement under this Section shall not be grievable or arbitrable under this MOU but may be appealed to the Director of Human Resources for review.

20.3.4 Layoff - General - Training

The County shall work with the Human Services Department to offer job-training resources to employees about to be laid off.

20.3.5 Layoff - General - Severance Period

An employee who has received a formal written layoff notice, and who is unable to displace another County employee or secure other regular County employment, may separate from County service after the eighth work day of the three-week notice period and receive his or her normal base salary for the hours he or she would normally be scheduled to work during the

remainder of the three-week period.

This Subsection (20.3.5) shall not apply to employees appointed to a limited term/project position.

20.3.6 Layoff - General - Medical Coverage

For employees who continue to be laid off from County service, the County will make its usual medical insurance contribution for the first six pay periods following layoff and one half its normal contribution for the next six pay periods following layoff. Eligible employees will be offered the opportunity to continue coverage through COBRA. If/when this medical severance is offered concurrently with COBRA continuation coverage, the 18 month COBRA continuation period shall be extended by each month of medical severance coverage to a maximum of 24 total months.

20.3.7 Layoff - General - Salary Preservation

May be subject for consideration by the County but shall not be a mandatory subject of bargaining.

20.3.8 Layoff - General - Early Retirement

Early retirement credit in lieu of layoff is not subject to Article 23.

20.4 Layoff and Restoration - Community Development Commission

20.4.1 Layoff - Community Development Commission - Applicability

The parties agree that the following layoff policy and procedures shall be applicable to employees of the Community Development Commission who are covered by this Memorandum.

20.4.2 Layoff - Community Development Commission- Force Reduction

Employees shall be subject to layoff whenever their positions are abolished, or whenever necessary because of lack of work or lack of funds.

20.4.3 Layoff - Community Development Commission - Order of Layoff

- a) Layoff procedures shall be applied on a Community Development Commission-wide basis. Where appropriate, after meeting and conferring with the Union, the Commission may authorize that layoff procedures be restricted to employees of one or more divisions or small units of the Commission.
- b) Whenever necessary to layoff one or more employees in the Commission, in a division or unit in which there is more than one employee in the class in which the layoff is necessary, employees shall be laid off in the following order:
 - (1) Extra-help and Provisional employees.
 - (2) Employees who have had their first merit increase extended or denied because of poor job performance.
 - (3) Full-time and part-time employees who have less than 1040 hours of continuous County and Commission service.
 - (4) Part-time and full-time employees with more than 1040 hours of continuous County and Commission service.
- c) Continuous County and Commission service in the class in which the layoff occurs or in any other class having the same or higher salary range shall be counted as service in the affected class. Employees with less total continuous County and Commission service in the affected class shall be laid off before those with greater total continuous County and Commission service in the affected class. Continuous part-time service shall be prorated on a hour-for-hour basis in its relationship to full-time work.
- d) For purposes of this Section 20.4, continuous service means continuous employment by the County or Community Development Commission whether with or without pay status.
- e) A full-time or part-time employee appointed to a class with a Project or Limited Term designation by job classification (eg: Housing Rehabilitation Specialist - Project) may be

exempted by the Executive Director from the order of layoff of the affected project or limited term class based on a continuing need for a specialized technical skill/skill mix combination. Such skill/skill mix shall have been determined by a written plan (project or recruitment/certification) prior to filling the position as an essential function inherent to the overall purpose of the job. The incumbent(s) must have been appointed based on the required specialized technical skill/skill mix.

20.4.4 Layoff - Community Development Commission - Displacement

- a) A full-time or part-time employee who is laid off and who has greater total continuous County and Commission service than another employee in the Commission in another class, with the same or lower salary range and in which class the employee previously occupied in good standing and for which the employee is qualified for certification, transfer or voluntary demotion, may elect to displace the junior employee in the Commission in the class in accordance with the rules on the order of layoff (Subsection 20.4.3). An employee who is displaced shall be laid off and replaced by the employee who displaces him/her. An employee who is displaced because of layoff may in the same manner displace an employee who is junior to him/her.
Should an employee have the right to displace in more than one class, the employee shall first displace in the class with the highest salary range.
- b) A full-time or part-time employee who is laid off and who has greater total continuous County and Commission service than another employee in the same department in the same job class with a project designation (eg: Housing Rehabilitation Specialist – Project), may elect to displace the junior employee in the project designated class. Should the junior employee in the class possess a required specialized technical skill/skill mix not possessed by the laid off employee, the next most junior employee in the project class shall be displaced.

20.4.5 Layoff - Community Development Commission - Restoration

- a) Each person other than extra-help or provisional who has been laid off or displaced from, or who has in lieu of layoff been demoted voluntarily from a position in which the employee occupied in good standing shall, in writing by certified mail, be offered restoration to a vacant position in the classification from which the employee was laid off, which the Commission determines to fill within two years after the date the employee is laid off or displaced. The Commission shall make a reasonable attempt to notify an employee who is eligible for restoration. If an employee cannot be reached within 30 calendar days, the right to restoration shall be forfeited. Should an employee not accept restoration within five (5) regular Commission business days after the receipt of the offer or should the employee decline to begin work within 15 regular Commission business days after the receipt of the offer, the employee shall be declared unavailable and shall forfeit the right to restoration unless further offer of restoration is granted by the Executive Director.
- b) Whenever more than one person has been laid off and/or displaced in the same class in the Commission, the order of restoration shall be in reverse of the order of layoff. An employee who has restoration rights in more than one class because of layoff or displacement in more than one class, shall have restoration rights in each of the classes from which the employee was laid off or displaced. Refusal to accept restoration in one class does not eliminate the right to restoration in the other class or classes.
- c) Whenever a person is unavailable for restoration, the next senior person who is eligible for restoration shall be offered restoration in the same manner and under the same conditions. Should there be no person eligible and available for restoration, the position shall be filled by the Commission.
- d) A person who has forfeited for restoration may, within 10 regular Commission business days after forfeiture, request in writing to the Executive Director that the employee be

considered for a further offer of restoration, should such occur within one year after layoff or displacement. The employee's request shall contain a full explanation of the reason for the employee's unavailability. Within 30 calendar days after the request is filed the Executive Director shall either grant or deny the request. The Executive Director may specify conditions under which the further offer of restoration may be granted.

- e) Employees laid off from a project or limited term position have restoration rights for the specific project for which they were hired. Restoration rights shall not exceed the duration of the project or 24 months immediately following layoff whichever is less.

20.4.6 Layoff - Community Development Commission - Appeals

- a) The Board of Commissioners of the Community Development Commission shall act as a separate and final hearing body for layoff appeals for all full-time and part-time employees. Extra-help employees have no appeal rights.
- b) Implementation of a layoff decision may be appealed by an employee laid off; however, the decision to layoff may not be appealed.
- c) Any formal written notice to a part-time or full-time employee stating that the employee is subject to layoff or layoff resulting from displacement may be appealed as follows:
 - (1) Within 10 regular Commission business days from the receipt of the notice, an employee may, within the provision of Subsection 20.4.6(b), appeal the action to the Executive Director.
 - (2) Within five (5) regular Commission business days after receiving the appeal, the Executive Director shall give a written decision to the employee.
 - (3) If the employee is not satisfied with the decision in Subsection 20.4.6(c)(2) above, the employee may, within five (5) regular Commission business days after receiving the decision, appeal the decision to the Board of Commissioners.
 - (4) The Board of Commissioners shall review an appeal resulting from Subsection 20.4.6(c) above, within 21 days. This review and appeal procedure which applies to layoff and displacement action in no way supersedes restoration appeal procedures set forth under Subsection 20.4.5.

20.4.7 Layoff & Restoration - Community Development Commission - Non-Grievability

This Section 20.4 (20.4.1 through 20.4.7) is not grievable nor arbitrable.

ARTICLE 21 - GRIEVANCE PROCEDURE

21.1 Grievance - Purpose of Procedure

The County and the Union agree to this Grievance Procedure in order to provide an orderly procedure to promptly resolve grievances of employees covered by this Memorandum.

21.2 Grievance - Definition of

A grievance is a claim by an employee, a group of employees, or the Union on behalf of an employee(s), concerning the interpretation, application or alleged violation of this Memorandum. All other complaints are specifically excluded from this procedure including but not limited to, complaints which arise from the following: all disciplinary actions, including those that the Union claims are based on discrimination for Union activity (except written reprimands issued to current Union directors, officers and stewards, as identified in the last quarterly list given to the County by the Union that the Union claims are based upon discrimination for Union activity); all appeals arising from examinations; performance evaluation or denial of a merit increase; placement of volunteers; working out of class; provisions of Fair Labor Standards Act; safety related issues; any provision of this Memorandum specifically identified as not grievable.

Day shall mean calendar day.

21.3 Grievance - Standing to Initiate

An individual employee or the Union who, on behalf of an employee(s), in good faith has an actual grievance with the County over a grievable matter as defined in Section 21.2 may file a grievance. The Union may file a grievance without naming an individual employee if the alleged grievance involves a right or benefit granted the Union under this Memorandum, such as bulletin boards (Section 4.5) and Union Business (Section 4.12).

At any step of the grievance procedure, the employee may represent him/herself, or may be represented by a Union representative who may be a County employee.

21.4 Grievance - Procedure Initiation

The grievance must be initiated within fifteen (15) days from the date of the action or occurrence giving rise to the grievance or within fifteen (15) days of when the grievant knew of or could have reasonably discovered such action or occurrence.

21.5 Grievance - Time Limits

Time limits specified in each step of the procedure shall be strictly observed and may only be extended by mutual agreement of the parties in writing.

Failure of a grievant to observe a time limit shall terminate the grievance. Failure of the party to whom the grievance is submitted to observe the time limits shall give the grievant the right to move the grievance to the next level.

21.6 Grievance - First Step of

The grievance shall first be discussed on an informal basis by the grievant with the employee's immediate supervisor within fifteen (15) days from the date of the action causing the grievance as provided in Section 21.5 above. The immediate supervisor shall respond within six (6) days. Every effort shall be made by the parties to resolve the grievance at this level and may include conferences among supervisory or administrative personnel. Such discussions will be held whenever possible, during the grievant's work hours.

21.7 Grievance - Second Step of

21.7.1 Grievance - Timing & Rationale - Second Step

In the event the employee believes the grievance has not been satisfactorily resolved, the employee shall submit the grievance in writing, with a copy to County Human Resources and the Union to the immediate supervisor within seven (7) days after receipt of the immediate supervisor's response. Such written grievance shall:

- a) fully describe the grievance and how the employee(s) was/were adversely affected by the County;
- b) set forth the Section(s) of this Memorandum allegedly violated;
- c) indicate the date(s) of the incident(s) grieved; and
- d) specify the remedy or solution to the grievance sought by the employee(s).

21.7.2 Grievance - Response to Second Step

The written grievance shall be responded to in writing by the immediate supervisor within seven (7) days from the time the written grievance is received and a copy sent to County Human Resources and the Union. The written response shall include:

- a) a complete statement of the immediate supervisor's position and the facts upon which it is based; and
- b) the remedy or correction which has been offered, if any.

21.8 Grievance - Third Step of

21.8.1 Grievance - Third Step - Timing

If the grievant is not satisfied with the response at Step Two, the grievant may appeal the decision to the department/agency head, with a copy to County Human Resources and the Union within seven (7) days of receipt of the written response at Step Two.

- 21.8.2 Grievance - Third Step - Response to
Within five (5) calendar days after receiving the completed grievance form, the department/agency head or his/her designated representative shall meet with the employee, and they shall thoroughly discuss the grievance. The department/agency head shall give his/her decision within 15 days after the discussion and send a copy of the decision to Human Resources and the Union.
When a grievance is not resolved at the second step (immediate supervisor) and is advanced to the third step (department head), the department head or designated representative may request in writing additional time for mid-management to work on a resolution.
- 21.9 Mediation
21.9.1 Mediation - Mutual Agreement
Prior to an arbitration hearing, the parties, by mutual agreement, may request the assistance of a mediator from the State Conciliation Service in an attempt to resolve the grievance. The mediator shall have no authority to resolve the grievance except by agreement of the County and the Union. In the event the grievance is not resolved, neither stipulations, admissions, settlement proposals nor concessions agreed to or offered during mediation shall be admissible at a subsequent hearing.
- 21.9.2 Mediation - Alternative Methods to
The parties may also mutually agree to alternative methods of resolving grievances, including but not limited to informal hearings, and/or an ad hoc Board of Adjustment proceeding.
- 21.10 Arbitration of Grievance
21.10.1 Arbitrability of Grievance
Grievances directly and primarily involving the application, alleged violation, or interpretation of this Memorandum, except as otherwise provided in this Memorandum, are arbitrable. If a grievance is submitted to arbitration by the Union, neither offer for settlement nor concessions for settlement made during the grievance procedure shall be admissible in arbitration.
- 21.10.2 Arbitration - Timing of
Following completion of the Third Step of the grievance procedure provided herein, if the grievance is subject to arbitration and remains unresolved, the Union on behalf of the grievant may request arbitration. The request for arbitration must be written and given to the County Counsel and the Employee Relations Manager, in writing, within 15 days of the receipt of the response from Step Three.

The moving party shall, within thirty (30) days of submitting a written request for arbitration, begin the process for selecting an arbitrator and scheduling a hearing date. An extension of the thirty (30)-day timeline must be requested in writing by either party and agreed upon by both parties. Failure to comply with the timelines set forth in this section or other timeline mutually agreed upon by the parties shall immediately terminate the grievance and all rights provided under the grievance procedure.
- 21.10.3 Arbitration - Selection of Arbitrator
An arbitrator may be selected by mutual agreement of the County and the Union.
- 21.10.4 Arbitration - Failure to Agree on Arbitrator
Should the parties fail to mutually agree on an arbitrator, they shall make a joint request of the State Conciliation Service for a list of five (5) qualified arbitrators. The arbitrator shall be selected from the list by the parties alternately striking names with the first strike determined by chance.

21.11 Arbitration - Submission Statement

The parties shall, 30 days following the receipt of a written request for arbitration, exchange in writing their understanding of the question or questions submitted for arbitration. Thereafter, the parties to the arbitration shall use their best efforts to exchange a written summary of the evidence they intend to offer and to reach agreement on and reduce to writing the question or questions submitted for arbitration. The agreed question or questions, if agreement is reached, together with the exchanged summaries of evidence and a list of witnesses to be used by each side, shall be submitted to each other and the arbitrator five (5) days prior to the arbitration hearing.

21.12 Arbitration - Scope of Arbitration

The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Memorandum.

The decision and award of the arbitrator shall be made solely upon the evidence and arguments presented to the arbitrator by the respective parties.

The decision of the arbitrator shall be binding upon the Union. To the extent that the award of the arbitrator is not in excess of \$5,000.00 per individual grievant, it is binding on the County. To the extent that such award exceeds \$5,000 per individual grievant, it is advisory. If within sixty (60) days of receiving notice of decision and award requiring an expenditure in excess of \$5,000 per individual grievant, final action is not taken by County to implement it, then the arbitrator's decision and award shall have no force or effect whatsoever as to the amount in excess of \$5,000 per individual grievant. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum.

21.13 Arbitration - Arbitrator's Decision

Unless the parties agree otherwise, the arbitrator shall render the decision in writing within 30 days following the hearing. The decision of the arbitrator is final. If requested by either party, the decision shall be accompanied by findings of fact and conclusions of law.

21.14 Arbitration - Expenses

The cost of employing the arbitrator shall be borne equally by the parties to the arbitration. All other costs such as, but not limited to, attorneys' fees and witness fees shall be borne only by the party incurring that cost.

21.15 Grievance - Non-Retaliation

Employees who file a grievance or who participate in a grievance procedure shall be free from harassment or retaliation as a result of filing or participating in a grievance.

21.16 Grievance - Maintenance of Performance Standards by Grievant

Employees who file a grievance are in no manner excused or exempt from performance standards of the job. Job performance standards will be maintained throughout and following any action undertaken as a result of this grievance procedure.

ARTICLE 22 - FULL PERFORMANCE, NO STRIKE

22.1 Full Performance - Union Representation

A material inducement to County's execution of this Memorandum is the Union's representation that the employees it represents will loyally and fully perform their respective duties in an efficient manner so as to provide the maximum service to the public and that the Union will fully perform its obligations owed to County.

22.2 Prohibited Activities - Union & Employees

Accordingly, the Union and the employees it represents agree not to formally and publicly encourage or to engage in any and all forms of work stoppage activities during the term of this Memorandum including, but not limited to, strikes (including sympathy strikes), "slowdowns," "sick-ins" or similar concerted activity against County.

22.3 Full Performance - Union Responsibilities

The Union shall not be liable to the County for "wildcat" job actions by the employees it represents. The Union shall use its best efforts to prevent any such "wildcat" job action and shall:

- a) encourage its members at the earliest possible time to discontinue the job action,
- b) immediately declare in writing delivered to County and publicized that such job action is illegal and unauthorized,
- c) direct its members in writing to cease such conduct and resume work or face fines or other appropriate punishment.

22.4 Full Performance - Written Assurances

This promise by the Union is both a covenant and a condition precedent to the continuing performance by County of any obligation whatsoever owed by County to Union or the employees it represents during the term of this Memorandum. If County is at any time uncertain of the Union's continued performance, it may demand, and the Union will provide, written assurance of its continued good faith performance of this Memorandum.

If the Union's response does not insure compliance with the covenants of this Article 22, the County may suspend its compliance with Sections 4.9 and 4.10 and Articles 25 and 26 of this Memorandum of Understanding.

22.5 Prohibited Activities - Employee Liability

Any employees engaging in activity prohibited by this Article may be subject to disciplinary action, including discharge.

ARTICLE 23 - FULL UNDERSTANDING, MODIFICATION, WAIVER

23.1 MOU - Full Understanding

This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

23.2 MOU - Meet & Confer Waiver

Except as specifically provided herein, it is agreed and understood that the Union voluntarily and unqualifiedly waives its right to and releases the County from any obligation to meet and confer on any subject or matter contained herein. Union acknowledges that County has fulfilled its obligations under Government Code Section 3505 for the period July 13, 2010 through August 31, 2012.

23.3 MOU - Modification

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto, unless made and executed in writing by the parties hereto, and if required, approved and implemented by County's Board of Supervisors.

23.4 Civil Service Commission Authority - No Limit

Nothing in this Agreement shall be construed to limit or remove the existing or future jurisdiction or authority of the Civil Service Commission as provided in Ordinance No. 305-A as amended, or as provided in the Rules adopted thereunder.

23.5 MOU - Non-Precedent Setting

The waiver of any breach, term, or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 24 - SEPARABILITY

24.1 MOU - Invalidation of Article/Section

If during the term of this Memorandum, any item or portion thereof of this Memorandum is held to be invalid by operation of any applicable law, rule, regulation, or order issued by governmental authority or tribunal of competent jurisdiction, or if compliance with or enforcement of the item or portion thereof shall be restrained by any tribunal, such provision of this Memorandum shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Memorandum shall not invalidate any remaining portion which shall continue in full force and effect.

24.2 MOU - Replacement of Article/Section

In the event of suspension or invalidation of any Article or Section of this Memorandum, the parties agree that except in an emergency situation, to meet and confer within 30 days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 25 - REOPENERS

25.1 Reopeners

ARTICLE 26 - AGENCY SHOP SERVICE FEE

26.1 Union - Fair and Equal Representation

It is recognized that the Union must provide fair and equal representation to all employees in all represented classes without regard to Union membership or non-membership.

26.2 Agency Shop - Service Fee

As a condition of employment, all represented employees must be members or service fee payers of the Union. If any employee does not voluntarily make application for membership or service fee status within 45 days of the effective date of this section or within 45 days of beginning work, whichever is later, the County shall enroll the employee as a service fee payer automatically and by default. The County shall deduct the service fee from the employee's paycheck.

Payroll deductions shall be made bi-weekly. However, the initial deduction for any employee shall not begin unless either a voluntary authorization for deduction of Union dues or a service fee has been properly executed or the 45-day application period for considering voluntary enrollment has expired. Changes in the amount of the monthly membership dues must be delivered to the Auditor-Controller, Payroll Division, at least thirty (30) calendar days prior to the last pay day of the calendar month prior to the change becoming effective.

A represented employee may revoke his/her voluntary authorization for deduction of Union dues only as provided in Article 27 (Maintenance of Membership) of this contract. Any non-supervisory represented employee who revokes his/her voluntary authorization for membership shall be immediately enrolled as a service fee payer. All sums deducted by the County shall be remitted to the Union at an address given to the County by the Union, by the tenth (10) calendar day following the pay period when the deductions were made, together with a list of names and the amount deducted for each employee for whom a deduction was made. The County will also notify the Union of the name of each employee who revokes his "Voluntary Authorization for

Deduction of Union Dues.” This does not apply to “Special Assessments or penalties” levied by the Union that are over and above the regular paid dues.

The County shall not be liable to the Union by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the employees. In addition, the Union shall indemnify and hold the County harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article or in reliance on any list, notice, certification or authorization furnished under this Article.

26.3 Agency Shop – Religious Exemption

Any employee who is a member of a religious organization whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Union. Such employee(s) shall execute a written declaration that the employee is a member of a bona fide religion, body or sect which holds a conscientious objection to joining or financially supporting any public employee organization as a condition of employment. Such employee(s) shall pay, in lieu of a service fee a sum equal to such fee to a non-religious, non-labor charitable fund(s) exempt from taxation, chosen by the employee from those charities listed with the charitable federations that participate in the County’s combined fund drive.

26.4 Agency Shop - Separation from Unit - Exception

The provisions of Section 26.2 above shall not apply during periods of separation from the eligible bargaining unit by any employee otherwise subject to that Article but shall reapply to such employee following the first full pay period following the return of the employee to the bargaining unit. The term "separation" includes layoffs, transfer out of the covered bargaining units by request, promotion, demotion, reclassification or for any other lawful reason, and leaves of absence of a duration of more than one (1) full pay period, whether paid or unpaid and for any reason, including disability.

26.5 Agency Shop - Chargeable Costs

To the extent authorized by law, the costs of its collective bargaining activities shall be considered by the Union when making a determination of the amount of the agency shop service fee authorized by this Article. Examples of chargeable costs include but are not limited to (1) expenditures for labor contract negotiations (e.g., the fees and expenses of the Union representative and staff support, including research of and preparation for negotiating matters within the scope of representation); and (2) expenditures for administration of contracts (e.g., meetings and discussions with management concerning grievances under the contracts, meetings with employees as part of grievance resolutions, and costs of representatives for arbitrations and staff support including research and preparation).

26.6 Agency Shop - Non-Chargeable Costs

Currently, the following activities are not included in the calculation or determination of the agency shop service fee:

- a) lobbying or other political activity except as authorized by law;
- b) payments to affiliates, except for chargeable costs as authorized by law;
- c) social activities except as authorized by law;
- d) charitable and philanthropic activities;
- e) insurance and other benefit programs except as authorized by law; and
- f) any cost that, by law, cannot be included in a agency shop service fee.

26.7 Agency Shop - Advance Reduction of Service Fee

No agency shop service fee shall be collected from any employee until non-chargeable costs have been deducted from its amount.

Agency Shop - Notice of Service Fee

All enrolled service fee payers shall receive annual written notice sent by certified mail from the Union, which includes legally adequate audited information concerning the breakdown of "chargeable" and "non-chargeable" expenses, a reasonably prompt opportunity as provided below to challenge the amount of the fee before an impartial decision-maker, and an escrow shall be set up by the Union for the amounts reasonably in dispute while such challenges are pending. Specifically, such notice shall, at a minimum, include:

- a) An accounting report prepared, signed and verified by an independent auditor, who is a certified public accountant, for the overall purpose of providing an itemization of the expenditures of the Union in detail necessary for an employee reasonably to be able to determine what the Union spends on both chargeable items and non-chargeable items, and consider whether expenses designated as chargeable are related to the Union's collective bargaining functions. However, this requirement can be met without requiring or allowing non-members or the County to become the Union's auditors. The accounting will utilize data from the prior fiscal year. At a minimum, this accounting report must:
 - (1) state the amount of the agency shop service fee and provide an overview of how the accounting reports were translated into calculation of this fee;
 - (2) disclose the Union's major categories of expenses, including employee compensation, specifying the actual expenditures within each category and the amount spent in each expenditure for chargeable items and non-chargeable items;
 - (3) each major category and the allocations of expenditures therein for chargeable and non-chargeable expenses must be verified by the Auditor;
 - (4) disclose what percentage of total Union expenditures is allocable to chargeable items and what percentage is allocable to non-chargeable items;
 - (5) state the total sum of money the Union pays affiliates and demonstrate what percentage of such money is used for chargeable and what percentage is used for non-chargeable activities;
 - (6) disclose what percentage of regular membership dues is allocable to chargeable items and what percentage is allocable to non-chargeable items and, consequently, what percentage of dues will be collected as the agency shop service fee;
 - (7) explain the methodology used in producing this accounting report.

To enable the independent auditor to prepare the accounting report, the Union shall provide the auditor access to all records reasonably necessary for such a preparation, including a record of the employee's activities in sufficient detail to enable the auditor to make the necessary determinations of chargeable or non-chargeable. In the event that payments are made to any other organization, the auditor shall be provided access either to such organizations' records or relevant audited financial statements when reasonably necessary to prepare the above accounting.
- b) Instructions on filing a challenge to the amount of the agency shop service fee with the Union, which, at a minimum, shall provide as follows:
 - (1) non-members who wish to challenge collection of the agency shop service fee because the amount identified allegedly contains expenditures for non-chargeable activities must file an objection letter with the Union within 30 calendar days of receipt of notice (notice shall be rebuttably presumed to have been received no later than five (5) calendar days after it is postmarked). A non-member may file a letter by presenting it to the Union business office in person or by certified mail, return

- receipt requested. The non-member shall provide a copy of the letter to the County's Employee Relations Manager within three (3) calendar days of its filing with the Union;
- (2) the letter shall be signed by the challenger or the challenger's agent under penalty of perjury and must state with specificity the particular expenditures being challenged, and the grounds for such challenge. The letter must contain the name and mailing address of the challenger;
 - (3) during the pendency of the challenge, the amount of the agency shop service fee reasonably in dispute shall be placed in an escrow account established by the Union;
 - (4) within 30 calendar days after receipt, the Union shall schedule a date for arbitration, which shall be conducted in accordance with procedures established by American Arbitration Association. Pending the commencement of arbitration, the Union and the challenger may, by mutual agreement, attempt to resolve the dispute informally;
 - (5) the arbitrator shall be selected in accordance with the procedures of the American Arbitration Association;
 - (6) the Union shall have the burden of proving that the fee amount complies with this Article and applicable law; and
 - (7) The costs of the arbitrator and court reporter, if any, shall be borne entirely by the Union. The challenging employee shall be responsible for his/her costs including but not limited to attorney fees and copies of the court reporter's original transcript.

26.9 Agency Shop - Union's Constitutional Obligations

26.9.1 Agency Shop - Acknowledgment Obligations

It is recognized that this agency shop provision affects sensitive and important political speech and associational rights of county employees, which are protected by the First Amendment of the U.S. Constitution. In an effort to ensure that these rights are not infringed, this Article sets forth procedures and requirements that the Union must, at a minimum, follow. Nothing in this Article or any other, however, relieves the Union of taking whatever additional action may legally be required to protect the constitutional rights of employees who are subject to an agency shop service fee under this Article. The Union also acknowledges that the law in this area is constantly evolving, and therefore, recognizes that it has an ongoing obligation to monitor relevant legal developments, including the case law on this subject, and to adapt its conduct in implementing this Article as required. The Union also recognizes that it is foreseeable that the employees subject to the agency shop service fee may suffer damages if this Article is not carried out in accordance with the First Amendment. For this reason, and others, the County has strongly encouraged and still does strongly encourage the Union to consult with competent legal counsel throughout the term of this contract over the implementation of this Article.

26.9.2 Agency Shop - Non-Discrimination

No employee shall be discriminated against or harassed on the basis of his or her status as a non-Union member or a non-Union agency shop service fee payer. Reasonable communication regarding the Union and/or Union membership shall not be considered discrimination or harassment under this Article.

26.10 Agency Shop - Service Fee - Part-time Employees

The financial obligations of employees who work less than full-time are subject to the agency shop service fee provisions of Section 26.2 above. The agency shop service fee shall be set on a prorata basis expressed as a percentage of salary.

26.11 Agency Shop - Notice of New Employees

The following provisions will apply regarding notice of new employees:

- a) The County shall provide the Union with the names and addresses of new employees each pay period.
- b) Union Stewards shall be authorized to receive the names and addresses of new employees each pay period from the departmental payroll clerk.
- c) The names and addresses provided the Union shall be kept confidential.

26.12 Agency Shop - Indemnification

The Union shall defend, indemnify, hold harmless, release and save the County, its agents and employees, from and against any and all claims, demands, suits, orders, judgments, expenses or other forms of liability arising out of or in connection with this Article and/or any action taken or not taken by the County and/or the Union under this Article, including, but not limited to, the collection and procedures for collection of agency shop service fees and the amount of such fees. This Section shall be in addition to any other remedy available to the County under this contract or provision of law.

26.13 Agency Shop - Rescission of Provision

The implementation of the provisions of this Article shall not prohibit or restrict an election to rescind this provision as provided by Government Code Section 3502.5. This agency shop provision may be rescinded pursuant to Government Code Section 3502.5 or its successor provision.

26.14 Agency Shop - Recordkeeping and Reporting

The Union shall comply with the financial record-keeping and reporting requirements of Government Code Section 3502.5(d) or its successor provision.

26.15 Agency Shop - Violation of Article 26

If a court finds the implementation of this Article in violation of constitutional law, the Union shall have 60 days to comply with the Court's order or the County may thereafter cancel Article 25. In the interim, all collections of agency shop service fees by way of payroll deductions by the County shall be suspended, except as allowed by the Court. Also except as allowed by the Court, no unpaid agency shop fee that would otherwise have been due during the time such violation existed may be collected retroactively after the violation was corrected.

26.16 Agency Shop - Non-Arbitrability of

Except as provided below, Article 26 shall be grievable and arbitrable under Article 21 of this agreement.

The following are not grievable nor arbitrable under this agreement:

- a) the adequacy of the Union's notice required by Section 26.8 above; and/or
- b) other issues bearing on the constitutionality of the Union's collection of an agency shop service fee as prescribed by the courts.

Disputes regarding the amount of the agency shop service fee shall be arbitrable under this memorandum but only pursuant to Section 26.8 above.

ARTICLE 27 - MAINTENANCE OF MEMBERSHIP

On the date this agreement is executed, all Union members who had Union deduction authorizations on file with the Auditor-Controller-Treasurer-Tax Collector or the Union, or who may thereafter authorize in writing the deduction of their Union dues, shall remain on payroll deduction for the term of this Memorandum or so long as they are members of the representative units. Union members may terminate payroll deductions of dues at the expiration of this Memorandum by giving written notice to the Union during a one-month period between 90 and 60 days prior to the expiration of the term. The Union agrees

to indemnify, defend and hold harmless the County, its officers, agents and employees from any claim, liability or damage arising from this provision.

ARTICLE 28 - ENACTMENT

The Board of Supervisors will amend its written policies and take other action by resolution or otherwise as may be necessary in order to give full force and effect to provisions of this memorandum.

COUNTY OF SONOMA

/s/ Fran Buchanan

FRAN BUCHANAN

/s/ Carol Allen

CAROL ALLEN

/s/ Susan Chestnut

SUSAN CHESTNUT

/s/ Barbara Lee

BARBARA LEE

/s/ Ruth Lincoln

RUTH LINCOLN

/s/ Rick Hall

RICK HALL

/s/ Kim Murphy

KIM MURPHY

/s/ Christine Minkel

CHRISTINE MINKEL

SEIU 1021

/s/ Sue Oszweski

SUE OSZWESKI

/s/ Andre Bercut

ANDRE BERCUT

/s/ George Dresnek

GEORGE DRESNEK

/s/ Kerry Bargsten

KERRY BARGSTEN

/s/ Gayle Shirley

GAYLE SHIRLEY

/s/ John Keller

JOHN KELLER

/s/ Linda Farnsworth-Brown

LINDA FARNSWORTH-BROWN

/s/ Rick Smith

RICK SMITH

/s/ Earl Gwynne

EARL GWYNNE

/s/ Chris Mocny

CHRIS MOCNY

/s/ Steve Rickabaugh

STEVE RICKABAUGH

/s/ Sylvia Henken

SYLVIA HENKEN

/s/ Regina Williams

REGINA WILLIAMS

(Signed Document on File with Employee Relations)

APPENDIX A

SEIU Clerical Non-Supervisory -- 0001

<u>Class #</u>	<u>Class Title</u>	<u>A RANGE</u> <u>2010-2012</u>
0401	ACCOUNT CLERK I	1616
0402	ACCOUNT CLERK II	1826
0403	ACCOUNT CLERK III	2013
0522	ADMISSIONS WORKER	1826
0391	ASSESSMENT CLERK	1846
0390	ASSESSMENT CLERK TRAINEE	1656
0411	CHILD SUPPRT FINANCIAL WRKR I	1826
0412	CHILD SUPPRT FINANCIAL WRKR II	2013
0501	CLINIC CLERK	1826
0488	COLLECTIONS ASSISTANT	2006
0162	DATA ENTRY OPERATOR II	1829
0211	DOCUMENT RECORDER I	1826
0212	DOCUMENT RECORDER II	2006
0262	ELECTION SPECIALIST I	1603
0263	ELECTION SPECIALIST II	1826
0757	FAIRGROUND PREM EXHBT ASST	1999
0480	FINANCIAL COUNSELOR	1826
0019	LEGAL ASSISTANT	2263
0048	LEGAL PROCESSOR I	1603
0049	LEGAL PROCESSOR II	1826
0020	LEGAL SECRETARY I	1827
0021	LEGAL SECRETARY II	2098
0305	MAIL CLERK	1603
2261	MEDICAL RECORD CLERK I	1550
2262	MEDICAL RECORD CLERK II	1719
2263	MEDICAL RECORD CLERK III	2016
0534	MEDICAL SECRETARY	1999
2265	MEDICAL TRANSCRIBER	2050
0505	MEDICAL UNIT CLERK	1826
0204	MICROGRAPHIC TECHNICIAN I	1656
0205	MICROGRAPHIC TECHNICIAN II	1826
0001	OFFICE ASSISTANT I	1438
0002	OFFICE ASSISTANT II	1603
0011	OFFICE ASSISTANT TRAINEE	1357
1280	OSD RECEPTIONIST	1881
0382	PAYROLL CLERK	2138
0760	PREMIUM AND EXHIBIT AIDE	1826
0100	RECEPTIONIST	1826
0023	SECRETARY	1999
0264	SENIOR ELECTION SPECIALIST	2006
0050	SENIOR LEGAL PROCESSOR	2006
0003	SENIOR OFFICE ASSISTANT	1826
0004	SENIOR OFFICE ASSISTANT - PROJECT	1826
0413	SR CHILD SUPPORT FINANCIAL WKR	2132
0264	SR ELECTION SPECIALIST	2006

SEIU Clerical Non-Supervisory -- 0001

<u>Class #</u>	<u>Class Title</u>	<u>A RANGE</u> <u>2010-2012</u>
0098	TELEPHONE OPERATOR	1629
0542	VITAL STATISTICS TECHNICIAN	1962
0261	VOTER REGISTRATION CLERK	1419

SEIU Service & Technical Support Non-Supv -- 0005

		A RANGE
<u>Class #</u>	<u>Class Title</u>	<u>2010-2011</u>
1123	AG BIOLOGIST/STANDARDS SPEC I	2028
1124	AG BIOLOGIST/STANDARDS SPEC II	2324
1125	AG BIOLOGIST\STANDARD SPEC III	2559
1120	AGRICULTURAL PROGRAM ASSISTANT	1640
0976	AIR QUALITY SPECIALIST I	2376
0979	AIR QUALITY SPECIALIST II	2660
0980	AIR QUALITY SPECIALIST III	3009
4304	ANIMAL CARE ASSISTANT	1363
4303	ANIMAL HEALTH TECHNICIAN	1950
4300	ANIMAL CONTROL OFFICER I	1705
4301	ANIMAL CONTROL OFFICER II	2047
1506	APPRAISER AIDE	1931
1517	APPRAISER ANALYST	3016
1510	APPRAISER I	2216
1511	APPRAISER II	2561
1512	APPRAISER III	2851
0392	ASSESSMENT PROCESS SPECIALIST	2073
6226	ASSISTANT COOK	1594
6227 *	ASSISTANT COOK - JAIL	1753
0455	AUDITOR-APPRAISER I	2501
0457	AUDITOR-APPRAISER II	2921
1424	BLDG PLANS EXAMINER I	2375
1426	BLDG PLANS EXAMINER II	3058
1276	BOOKING & RESERVATION COORD	2122
1403	BUILDING INSPECTOR I	2254
1405	BUILDING INSPECTOR II	2911
0155	BUSINESS SYSTEMS ANALYST	3204
0335	BUYER	2482
0331	BUYER TRAINEE	2145
1530	CADAstral MAPPING TECH I ALT	2078
1531	CADAstral MAPPING TECH II	2257
0582	CHILD SUPPORT OFFICER I	1831
0584	CHILD SUPPORT OFFICER II	2193
0586	CHILD SUPPORT OFFICER III	2354
1191	CODE ENFORCEMENT INSPECTOR I	2429
1192	CODE ENFORCEMENT INSPECTOR II	3059
0491	COLLECTION AGENT I	1831
0493	COLLECTION AGENT II	2193
0495	COLLECTION AGENT III	2428
9138	COMMUNITY DEVELOP SPEC II	2209
9139	COMMUNITY DEVELOP SPEC I	1941
3396	COMMUNITY SERVICES OFFICER I	1775
3397	COMMUNITY SERVICES OFFICER II	1971

*Coded for payroll administration only, not a formal job class.

SEIU Service & Technical Support Non-Supv -- 0005

<u>Class #</u>	<u>Class Title</u>	<u>A RANGE</u> <u>2010-2011</u>
0174	COMPUTER LAB SUPPORT SPECIALIST	2368
0114	COMPUTER SUPPORT TECHNICIAN	1981
6228	COOK	1748
6229	COOK - JAIL	1924
0069	DEP PUBLIC ADMIN/GUARD/CONSERV	2468
0147	DEPT INFORMATION SPECIALIST	2757
3391	DETENTION ASSISTANT	1912
0158	DIS SPECIALIST I	2844
0159	DIS SPECIALIST II	3130
0156	DIS TECHNICIAN I	2153
0157	DIS TECHNICIAN II	2368
2661	EMER MED SERVICES SPECIALIST	2397
3036	EMPL & TRG COUNS I	2257
3038	EMPL & TRNG COORD	2699
3037	EMPL & TRNG COUNS II	2572
3030	EMPLOYMENT & TRNG SPECIALIST	2259
9127	EMPLOYMENT HOUSING COUNSELOR	2408
1001	ENGINEERING AIDE	1684
0133	ENGINEERING PROGRAMMER I	2783
0134	ENGINEERING PROGRAMMER II	3429
1005	ENGINEERING TECHNICIAN I	2041
1006	ENGINEERING TECHNICIAN II	2376
1007	ENGINEERING TECHNICIAN III	2768
2609	ENVIRONMENTAL HEALTH TECH	1747
0988	ENVIRONMENTAL SPECIALIST	2908
1272	EVENT SERVICES AIDE	1329
1221	GEOGRAPHIC INFO TECH I	2480
1222	GEOGRAPHIC INFO TECH II	2757
0232	GRAPHICS DESIGNER PHOTOGRAPHER	2175
9112	HOUSING REHABILITATION SPECIAL	2842
0172	HUMAN SERVICES NETWORK ANALYST	3568
0173	HUMAN SVC SYST PROGRAM ANL	3464
0153	INFO TECHNOLOGY ANALYST I	2757
0152	INFO TECHNOLOGY ANALYST II	3034
0154	INFO TECHNOLOGY ANALYST III	3734
3986	INMATE SERVICES PARALEGAL	2263
2101	LABORATORY AIDE	1475
4307	LEAD ANIMAL CARE ASSISTANT	1499
9113	HOUSING NEGOTIATOR/INSPECTOR	2556
0904	MARKETING SPECIALIST	2474
0318	MATERIALS EQUIPMENT SPECIALIST	2202
0310	MATERIALS HANDLER	1737
4401	PARK AIDE	1329

SEIU Service & Technical Support Non-Supv -- 0005

<u>Class #</u>	<u>Class Title</u>	<u>A RANGE</u> <u>2010-2011</u>
1298	OSD ACQUISITION ASSISTANT	2412
1283	OSD ASSISTANT PLANNER	2529
1285	OSD ASSOCIATE PLANNER	2974
1292	OSD CONSERVATION GIS ANALYST	2250
1292	OSD LAND ACQUISITION SPECIALIST	3641
1284	OSD TECHNICIAN	2231
1293	OSD WEBMASTER/DESIGNER	3115
1251	PARK PLANNER I	2408
1253	PARK PLANNER II	3041
1274	PARK PROGRAM ASSISTANT	2002
4404	PARK RANGER TRAINEE	1844
0550	PERMIT TECHNICIAN I	2164
0552	PERMIT TECHNICIAN II	2375
1201	PLANNER I	2329
1202	PLANNER II	2748
1203	PLANNER III	3232
1200	PLANNING TECHNICIAN	2002
3220	PROBATION ASSISTANT	1912
0121	PROGRAM ANALYST TRAIN PROJ	2390
0130	PROGRAMMER ANALYST	3204
0122	PROGRAMMER ANALYST PROJECT	3204
0128	PROGRAMMER ANALYST TRAINEE	2390
0179	PUBLIC ASST SYSTEMS TECH	2570
9106	REDEVELOPMENT ASSOCIATE	3232
0225	REPROGRAPHICS TECHNICIAN I	1603
0226	REPROGRAPHICS TECHNICIAN II	1810
0227	REPROGRAPHICS TECHNICIAN III	1971
5370	RESIDENTIAL SERVICE WORKER	1550
0370	RETIREMENT BENEFITS SPEC I	1936
0371	RETIREMENT BENEFITS SPEC II	2132
1051	RIGHT OF WAY AGENT I	2689
1052	RIGHT OF WAY AGENT II	3126
1122	SENIOR AG PROGRAM ASSISTANT	1967
1407	SENIOR BUILDING INSPECTOR	3150
3031	SENIOR EMPLOYMENT & TRNG SPEC	2437
0137	SENIOR ENGINEERING PROGRAMMER	3930
0990	SENIOR ENVIRONMENTAL SPECIALIST	3126
0140	SENIOR NETWORK ANALYST	4200
1254	SENIOR PARK PLANNER	3650
0129	SENIOR PROGRAMMER ANALYST	3831
0123	SENIOR PROGRAMMER ANALYST-PROJ	3831
0743	SENIOR SIMULCAST ATTENDANT	2008
0742	SIMULCAST ATTENDANT	1826
1126	SR AG BIOLOGIST\STANDARD SPEC	2689
1428	SR BUILDING PLANS EXAMINER	3307
0163	SR BUSINESS SYSTEMS ANALYST	3831
1193	SR CODE ENFORCEMENT INSPECTOR	3309

SEIU Service & Technical Support Non-Supv – 0005

<u>Class #</u>	<u>Class Title</u>	<u>A RANGE</u>
2010-2011		
0991	SR ENVIRON SPEC PROJECT	3126
1223	SR GEOGRAPHIC INFO TECH	2951
0311	STOREKEEPER	1815
0118	SYSTEMS SOFTWARE ANALYST	4023
0117	SYSTEMS SOFTWARE ANALYST-PROJ	4023
0105	SYSTEMS SUPPORT TECH TRAINEE	1766
0107	SYSTEMS SUPPORT TECHNICIAN	2082
0985	TECHNICAL WRITING SPECIALIST	3050
1009	TRAF TRAFFIC SIGNAL TECHNICIAN	2896
1372	TRANSIT SPECIALIST I	2567
1374	TRANSIT SPECIALIST II	3132
5185	WASTE MANAGEMENT SPECIALIST I	2567
5186	WASTE MANAGEMENT SPECIALIST II	2802
5090	WATER AGENCY NETWORK ANALYST	3568
0981	WATER AGENCY PROGRAMS SPEC	2953
4320	WILDLIFE SPECIALIST	2047
0320	YARD CLERK	1826

SEIU Maintenance Non-Supv -- 0010

		A RANGE
<u>Class #</u>	<u>Class Title</u>	<u>2010-2012</u>
0704	AIRPORT OPERATIONS SPECIALIST	2230
0702	AIRPORT OPERATIONS TRAINEE	1940
5061	BRIDGE WORKER	2214
5155	DISPOSAL WORKER I	2033
5157	DISPOSAL WORKER II	2348
1273	EVENT SERVICES WORKER	2029
0748	FAIRGROUNDS MAINTENANCE WORKER	1711
5312	GROUNDSKEEPER	1915
5320	JANITOR	1579
5321 *	JANITOR-DETENTION	1658
5007	MAINTENANCE ASSISTANT	1478
5012	MAINTENANCE WORKER I	1711
5015	MAINTENANCE WORKER II	2029
5016 *	MAINTENANCE WORKER II-HT	2151
5017	MAINTENANCE WORKER III	2348
5506	MARINA ATTENDANT	2029
5213	MOTOR POOL ATTENDANT	1478
5403	PARKS GROUNDS MAINT WORKER I	1711
5405	PARKS GROUNDS MAINT WORKER II	2029
5063	SENIOR BRIDGE WORKER	2489
0749	SENIOR FAIRGROUNDS MAINT WKR	2077
5507	SENIOR MARINA ATTENDANT	2171
5073	TRAFFIC PAINT & SIGN WORKER	2348
5032	VEGETATION CONTROL ADVISOR	2821
5030	VEGETATION SPECIALIST	2093
5087	WATER AGENCY LEAD MAINTENANCE	2777
5080	WATER AGENCY MAINT WORKER I	1751
5082	WATER AGENCY MAINT WORKER II	2178
5086	WATER AGENCY MAINT WORKER III	2524
5084 *	WATER AGENCY WORKER II - HT	2151

* Coded for payroll administration only, not a formal job class.

SEIU Social Services Non-Supv -- 0025

<u>Class #</u>	<u>Class Title</u>	<u>A RANGE</u> <u>2010-2012</u>
2679	AODS ASSISTANT I	1632
2680	AODS ASSISTANT II	1851
2681	AODS ASSISTANT III	2052
2460	AODS INTAKE INTERVIEWER	1851
2464	CLIENT SUPPORT ASSISTANT	1667
2466	CLIENT SUPPORT SPECIALIST	1851
0470	ELIGIBILITY WORKER I	1831
0472	ELIGIBILITY WORKER II	2083
0474	ELIGIBILITY WORKER III	2259
3350	HOME CARE SUPPORT SPECIALIST	1861
3351	HUMAN SERVICES AIDE I	1460
3352	HUMAN SERVICES AIDE II	1664
3360	INTERPRETER/TRANSLATOR I	1499
3361	INTERPRETER/TRANSLATOR II	1861
2463	MENTAL HEALTH AIDE	1499
2476	MENTAL HLTH REHAB SPC	1847
3371	PUBLIC HEALTH AIDE I	1363
3372	PUBLIC HEALTH AIDE II	1499
3375	PUBLIC HEALTH ASSISTANT	1861
2605	PUBLIC HEALTH INVESTIGATOR	2338
2477	SENIOR M H REHABILITATION SPEC	2285
3001	SOCIAL SERVICE WORKER I	2164
3002	SOCIAL SERVICE WORKER II	2408
3003	SOCIAL SERVICE WORKER III	2572
3004	SOCIAL SERVICE WORKER IV	2879
3353	SOCIAL WORK ASSISTANT	1858
0604	VETERANS CLAIMS WORKER I	1801
0606	VETERANS CLAIMS WORKER II	2112
0608	VETERANS CLAIMS WORKER III	2316
0570	VICTIM CLAIMS SPECIALIST I	1831
0571	VICTIM CLAIMS SPECIALIST II	2083
3221	VICTIM WITNESS ADVOCATE I	2108
3222	VICTIM WITNESS ADVOCATE II	2425

SEIU Nursing Services Non-Supv -- 0080

		A RANGE
<u>Class #</u>	<u>Class Title</u>	<u>2010-2012</u>
1916	FAM NURSE PRACT/PHYS ASSIST	3869
1917 *	FAMILY NURSE PRACT-BS	4063
1918 *	FAMILY NURSE PRACT-MS	4160
2103	FORENSIC ASSISTANT	2118
2102	LABORATORY ASSISTANT	1771
2005	LICENSED VOCATIONAL NURSE I	2095
2007	LICENSED VOCATIONAL NURSE II	2238
2009	LICENSED VOCATIONAL NURSE III	2338
2465	MENTAL HEALTH ASSISTANT I	1667
2467	MENTAL HEALTH ASSISTANT II	1851
2462	MENTAL HEALTH TRAINEE	1390
1926	NURSE PRACTITIONER-OB/GYN	3582
2000	NURSING ASSISTANT	1732
1914 *	PHYSICIAN ASSISTANT - MS	4160
2091	PSYCHIATRIC NURSE	3552
2891 *	PSYCHIATRIC NURSE- BS	3730
2991 *	PSYCHIATRIC NURSE-MS	3819
2082	PSYCHIATRIC TECHNICIAN	2238
2104	PUBLIC HEALTH LAB TECHNICIAN I	1696
2105	PUBLIC HEALTH LAB TECHNICIAN II	1884
2003	SHERIFF'S PARAMEDIC	2710
2011	STAFF NURSE I	3201
2811 *	STAFF NURSE I-B.S.	3361
2911 *	STAFF NURSE I-M.S.	3441
2012	STAFF NURSE II	3520
2812 *	STAFF NURSE II-B.S.	3697
2912 *	STAFF NURSE II-M.S.	3784

* Coded for payroll administration only, not a formal job class.

SEIU General Supervisory -- 0095

<u>Class #</u>	<u>Class Title</u>	<u>A RANGE</u> <u>2010-2012</u>
0415	ACCOUNTANT I	2411
0416	ACCOUNTANT II	2809
0405	ACCOUNTING ASSISTANT	2226
0404	ACCOUNTING TECHNICIAN	2132
0712	AIRPORT OPERATIONS SUPERVISOR	2595
1513	APPRAISER IV	3287
4070	AQUATIC SPECIALIST	2791
0393	ASSESSMENT PROCESS SUPERVISOR	2283
5361	ASSISTANT BUILDING SUPT	3315
5350	ASSISTANT FAIRGRDS BLDG SUPT	3315
5230	AUTO FLEET MAINT SUPERVISOR	2922
5066	BRIDGE SUPERVISOR	3036
1533	CADAstral MAPPING SUPERVISOR	2652
6230	CHEF	2068
6231	CHEF - JAIL	2274
2319	CHIEF THERAPIST CTP	3870
0407	CHILD SUPPORT FINANCIAL SUPV	2346
0028	CIVIL BUREAU SPECIALIST	2379
1194	CODE ENFORCEMENT SUPERVISOR	3639
9135	COMMUNITY DEVELOP ASSOCIATE	3330
1240	CUSTOMER SERVICE SUPERVISOR	3471
1137	DEPUTY AGRICULTURAL COMMISSION	2958
5160	DISPOSAL SUPERVISOR	2780
0213	DOCUMENT RECORDER III	2346
0266	ELECTION SYSTEMS SUPERVISOR	2491
0267	ELECTION SERVICES SUPERVISOR	2494
0476	ELIGIBILITY SUPERVISOR	2552
1008	ENGINEERING TECHNICIAN IV	3323
1275	EVENTS SERVICES SUPERVISOR	2231
0025	EXECUTIVE SECRETARY	2247
0754	FAIRGROUNDS MAINTENANCE SUPV	2593
5324	HEAD JANITOR - DETENTION	1864
5325	HEAD JANITOR	1774
5229	HVY EQU FLEET MAINT SUPV	3169
5327	JANITORIAL SERVICES SUPERVISOR	1939
0052	LEGAL STAFF SUPERVISOR	2346
5050	MAINTENANCE SUPERVISOR	2866
5510	MARINA SUPERVISOR	3187
2252	MEDICAL RECORD TECHNICIAN	2316
0007	OFFICE SUPPORT SUPERVISOR	2163
1286	OSD STEWARD COORDINATOR	3416
4410	PARK RANGER III	2791
5412	PARKS GROUNDS MAINT SUPERVISOR	2348

SEIU General Supervisory -- 0095

<u>Class #</u>	<u>Class Title</u>	<u>A RANGE</u> <u>2010-2012</u>
0228	REPROGRAPHICS SUPERVISOR	2175
0009	SENIOR OFFICE SUPPORT SUPERVISOR	2379
0070	SENIOR PUB ADMIN/GUARD/CONSERV	2790
0312	SENIOR STOREKEEPER	2014
3010	SOCIAL SERVICE SUPERVISOR I	3068
3011	SOCIAL SERVICE SUPERVISOR II	3219
0428	SPECIAL ASSESSMENT SUPERVISOR	2373
0109	SR SYSTEMS SUPPORT TECHNICIAN	2498
4306	SUPERVISING ANIMAL CONTROL OFF	2446
2678	SUPERVISING AODS ASST	2258
0460	SUPERVISING AUDITOR-APPRAISER	3416
1440	SUPERVISING BUILDING INSPECTOR	3598
9136	SUPERVISING COMMUNITY DEV SPEC	2812
3392	SUPERVISING DETENTION ASSISTANT	2149
2638	SUPERVISING HEALTH INFO SPECIALIST	3017
0206	SUPERVISING MICROGRAPHIC TECH	2007
2187	SUPERVISING NUTRITIONIST	2903
2570	SUPERVISING PUBLIC HEALTH NURSE	3815
1056	SUPERVISING RIGHT OF WAY AGENT	3533
2013	SUPERVISING STAFF NURSE	3882
0588	SUPV CHILD SUPPORT OFFICER	2695
2615	SUPV E H SPECIALIST	3389
3032	SUPV EMP & TRNG SPEC	2682
1920	SUPV NURSE PRACT/PHYS ASSISTANT	4256
0178	SUPV PUBLIC ASSISTANCE TECH	2828
5076	TRAFFIC MAINT SUPERVISOR	2866
5078	TRAFFIC MAINT SUPERVISOR II	3150
0575	VICTIM CLAIMS SUPERVISOR	2373
5089	WA MAINTENANCE SUPERVISOR	2970

APPENDIX B

Definition of Wellness Benefit, Article 11.2.3

Up to \$100 of Staff Development Benefit Allowance reimbursement per year is available for:

- 1) 100% reimbursement of regular physical fitness program costs up to the maximum allowed above.
- 2) 100% reimbursement of weight reduction and smoking cessation program (including patches) costs up to the maximum allowed above.

EXCLUSIONS:

- 1) Physical fitness or athletic equipment.
- 2) Lockers and locks.
- 3) Food or food supplements.
- 4) Recreation/sports lessons.
- 5) Residential dietary/weight-loss programs.
- 6) Personal trainers.
- 7) Entry, initiation or league fees.

Reimbursement for these wellness expenses is considered taxable income.

APPENDIX C

9/8/1 Alternative Work Schedule Policy

1. Purpose

The purpose of 9/8/1 Alternative Work Schedules is to enhance County service and accommodate employee lifestyle and work preferences, while not adversely affecting the interests of the County, departments, other employees, or the public. This Policy establishes procedures and criteria for the evaluation, authorization, and implementation of 9/8/1 Alternative Work Schedules. This policy is limited to non-exempt employees.

2. Policy

Appointing Authority or designee may adopt one or more 9/8/1 Alternative Work Schedules for employees in their department consistent with this policy. The 9/8/1 Alternative Work Schedule may be implemented on a department-wide, division-wide, section-wide, by work group, or on an individual employee basis. Implementation, modification or discontinuation of a particular schedule shall not adversely impact the services of the department, increase operating costs or reduce revenues.

The County reserves the right to discontinue the 9/8/1 Alternative Work Schedule, and reassign an employee to a normal daily work schedule based on the operational needs of the department.

“Alternative Work Schedule” for purposes of this policy, is defined as the 9/8/1 (eight, nine-hour days and one, eight-hour day with one day off in a bi-weekly pay period).

3. Procedures and Process

An employee requesting an Alternative Work Schedule and the employee’s appointing authority shall mutually agree to the assignment of an Alternative Work Schedule.

Employees assigned to an Alternative Work Schedule shall be eligible for overtime compensation based upon the agreed work week assignment and when required by law. The policy does not preclude the employee from being eligible and compensated for negotiated (non-statutory) overtime during the bi-weekly pay-period with the exception of the transition pay periods.

An employee transitioning into or out of the Alternative Work Schedule may be required to use accrued compensatory and/or vacation time for all or part of the hours scheduled during the first week of the new work schedule, where applicable, to offset unintentional overtime costs as a result of the schedule change.

A Work Schedule that results in overtime shall be paid according to the overtime provisions herein or as required by law.

4. Schedules

Schedules shall be in compliance with the Auditor Controller Tax Collector Treasurer Payroll Department’s Time-Saver configuration. Schedules will be established to comply with the Fair Labor Standards Act and will be limited based upon the ability to manage the efficient operation of County business with the Alternative Work Schedule.

5. Department Responsibilities

- Prior to implementing or modifying a 9/8/1 Work Schedule Agreement, the Department shall review the work schedule and policy with the employee, including rights and responsibilities.
- Both the employee and designated department representative shall sign the 9/8/1 Work Schedule Agreement.

- A copy of the signed agreement shall be given to the employee.
- Departments shall maintain each employee's current, signed original Work Schedule Agreement in the employee's personnel file.

6. Holidays

Holiday time shall be paid in accordance with applicable sections herein except as provided below.

HOLIDAY TIME IN EXCESS OF 8 HOURS

When a holiday falls on an employee's regularly scheduled workday, the employee is entitled to up to eight (8) hours of holiday pay. If the regular scheduled work day is a nine (9) hour day, the employee shall use one (1) hour of non-sick-leave accruals. If the employee does not have any non-sick-leave accrual balances, leave without pay will be authorized.

APPENDIX D

Side Letter Re: Staff Development Suspension

LETTER OF UNDERSTANDING
COUNTY of SONOMA
AND
SERVICE EMPLOYEES' INTERNATIONAL UNION LOCAL 1021

The County of Sonoma and SEIU Local 1021 have agreed to the following regarding the Staff Development Benefit Allowance (Article 11.2 – 11.2.2) provided by the parties' MOU:

- 1.) Effective July 1, 2010, due to the unavailability of funds, the Service Employees' International Union Local 1021 (SEIU) and the County of Sonoma (County) have agreed to suspend the Staff Development Benefit Allowance for fiscal year 2010/11.
- 2.) During the 2010-2011 fiscal year the Staff Development Benefit Allowance will not be funded and reimbursements will not be made with the sole exception of reimbursement for, and expenses associated with, licenses and certifications required by the job specifications. These shall be funded from departmental funds.
- 3.) Any amounts that have rolled over from fiscal year 08/09 into fiscal year 09/10 will be available after July 1, 2011.
- 4.) This benefit will automatically be reinstated effective July 1, 2011.
- 5.) Individual employee grievances concerning the terms and implementation of this program may not be grieved through the grievance procedure of the MOU. In the event the County does not implement the terms of the agreement as written and in accordance with the intent of the parties, the Union may utilize the grievance procedure to file a Union grievance.
- 6.) This Letter of Understanding sets forth the full and entire understanding of the parties regarding the suspension of staff development benefit allowance. Any other prior or existing understanding or agreements by the parties whether formal or informal regarding any such matters are hereby superseded or terminated in their entirety.
- 7.) The Union agrees that the County has met its obligation to meet and confer on the contents of this side letter agreement.
- 8.) No agreement, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto and, if required, approved and implemented by the County's Board of Supervisors.
- 9.) Nothing in this Letter of Understanding shall be construed to limit, remove, expand or in any way alter the existing or future jurisdiction or authority of the Civil Service Commission as provided in Sonoma County Ordinance No. 305-A as amended or as provided in the rules adopted in accordance with said ordinance.
- 10.) The waiver of any breach, term or condition of this Letter of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

/s/ Sue Oszewski

SEIU LOCAL 1021 – SUE OSZEWSKI

/s/ Fran Buchanan

COUNTY OF SONOMA – FRAN BUCHANAN

(Signed Document on File with Employee Relations)

APPENDIX E

Side Letter Re: MTO and Suspension of Vacation Buyback

LETTER OF UNDERSTANDING

COUNTY of SONOMA AND SERVICE EMPLOYEES' INTERNATIONAL UNION LOCAL 1021

The County of Sonoma and SEIU have agreed to the following regarding Sonoma County's Mandatory Time-Off Program for fiscal years 2010/2011 and 2011/2012, effective July 1, 2010:

- 1.) The SEIU and the County of Sonoma (County) have agreed to participate in the Mandatory Time-Off (MTO) Program (Attachment A) for fiscal years 2010/2011 and 2011/2012.
- 2.) All regular part-time and full-time employees represented by SEIU shall participate in the MTO Program.
- 3.) The MTO Program for fiscal year 2010/2011 requires 8 days (64 hours) of time-off without pay for all full-time County employees, to include 5 days (40 hours) of Holiday Closure and 3 days (24 hours) of Floating MTO, to be taken prior to the last full pay period of the 2010/2011 fiscal year. The MTO Program for fiscal year 2011/2012 requires 5 days (40 hours) of Holiday Closure time-off without pay for all full-time County employees. The required MTO will be pro-rated for part-time employees.
- 4.) With limited exceptions (described in Attachment A), for fiscal year 2010/2011, the 40 hours of Holiday Closure MTO shall occur during Holiday Closures on December 23, 27, 28, 29, and 30, 2010. For fiscal year 2011/2012, the 40 hours of Holiday Closure MTO shall occur during Holiday Closures on December 23, 27, 28, 29, and 30, 2011. During these times, County facilities will be closed or in some cases alternate arrangements will be made where the closure of operations cannot occur.
- 5.) The 24 hours (3 days) of Floating MTO during fiscal year 2010/2011, shall occur as determined by the Department Head to allow for obtaining the salary savings with minimal disruption to the department's operations.
- 6.) The details of the MTO Program, including employee benefits and status during the MTO, are described in the Program document (Attachment A).
- 7.) The cash-out of accrued vacation (in accordance with Vacation Buyback – MOU Section 15.8) shall be suspended effective July 1, 2010 for fiscal years 2010/2011 and 2011/2012.
- 8.) In the event that the MTO hours for the majority of represented employees other than SEIU are less than the amount agreed to by SEIU, the amount of MTO for SEIU will be equal to the lesser amount.
- 9.) Individual employee grievances concerning the terms and implementation of this program may not be grieved through the grievance procedure of the MOU. In the event the County does not implement the terms of the agreement as written and in accordance with the intent of the parties, the Union may utilize the grievance procedure to file a Union grievance.
- 10.) This Letter of Understanding sets forth the full and entire understanding of the parties regarding MTO and the suspension of cash out of accrued vacation. Any other prior or existing understanding or agreements by the parties whether formal or informal regarding any such matters are hereby superseded or terminated in their entirety.
- 11.) The Union agrees that the County has met its obligation to meet and confer on the contents of this

Letter of Understanding.

- 12.) No agreement, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto and, if required, approved and implemented by the County's Board of Supervisors.
- 13.) Nothing in this Letter of Understanding shall be construed to limit, remove, expand or in any way alter the existing or future jurisdiction or authority of the Civil Service Commission as provided in Sonoma County Ordinance No. 305-A as amended or as provided in the rules adopted in accordance with said ordinance.
- 14.) The waiver of any breach, term or condition of this Letter of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

/s/ Sue Oszewski

SEIU

/s/ Fran Buchanan

County of Sonoma

(Signed Document on File with Employee Relations)

MANDATORY TIME OFF (MTO) PROGRAM (FY 10/11 & 11/12)

Purpose

The purpose of the Mandatory Time Off (MTO) Program is to reduce costs and/or mitigate layoffs by having staff take time off without pay.

Participants

MTO shall apply to all regular part-time and full-time employees of the County and any special districts under the jurisdiction of the Sonoma County Board of Supervisors.

Extra-help employees (whether temporary, intermittent, seasonal, emergency, volunteer auxiliary, or student interns) are not eligible to participate in the MTO Program. An increase in extra-help employees may not be used to offset MTO staffing impacts.

Employees who are exempt under the Fair Labor Standards Act will be considered non-exempt during the week in which they take an MTO day off, and their pay is reduced. Department Heads are responsible for ensuring no overtime is incurred during this time.

MANDATORY TIME OFF AND HOLIDAY OFFICE CLOSURE FY 10/11 & FY 11/12

In fiscal year 2010-11, the County shall utilize a 64 hour Mandatory Time Off without pay program for all regular, full-time County employees. MTO will include 40 hours (5 days) of Holiday Closure and 24 hours (3 days) of floating MTO. MTO hours will be prorated based on FTE for part-time employees. The holiday MTO shall occur during a closure of all County departments on the following holidays:

December 23, 27, 28, 29, 30, 2010. (December 24 and 31 are the scheduled holidays)

In addition to these 40 hours (5 days) of scheduled Holiday Closure, each regular full-time employee will be required to schedule an additional 24 hours (3 days) of mandatory time off to be taken prior to the end of the last full pay period in the 2010/2011 fiscal year.

In fiscal year 2011-12, the County shall utilize a 40 hour Mandatory Time Off without pay program for all regular, full-time County employees. MTO will include 40 hours (5 days) of Holiday Closure. MTO hours will be prorated based on FTE for part-time employees. The holiday MTO shall occur during a closure of all County departments on the following holidays:

December 23, 27, 28, 29, 30, 2011 (December 26 is a scheduled holiday)

There may be limited exceptions to the general closure of County Departments due to operational needs, as described below. It is the express intent of the County to maximize the number of MTO participants during the holiday dates. The County Administrator and the affected department head(s) will make alternative arrangements for employees not able to be off during the Holiday Closure and in those cases employees will be given alternative MTO days prior to the last full pay period in the fiscal year.

MTO in 24/7 Operations

Employees in 24/7 operations where closure is not possible shall participate by taking 64 hours of floating MTO in fiscal year 10/11, and 40 hours of floating MTO in fiscal year 11/12, that must be taken prior to the last full pay period each fiscal year so that salary savings are realized within the fiscal year. Departments will arrange for the MTO days to be taken off during the fiscal year before granting any vacation request or compensatory time off.

Floating MTO days

Floating MTO days are designed to be flexible to allow the Department Head the ability to determine the best option for obtaining the salary savings with minimal disruption to the department's operations while not generating overtime to cover for MTO hours taken. Options for some or all of the Floating MTO days include, but are not limited to the following:

- The Department Head chooses to close based on reduced service demands so that some or all of the employees of the department are on MTO simultaneously
- The Department remains fully or partially open, and the Department Head sets a schedule for MTO days.
- Floating MTO days are scheduled similar to vacation days at the employee's request with approval from their supervisor
- Any combination of the above

Employees

MTO shall be considered time in pay status for the accrual of benefits and eligibility for overtime and holidays. The same level of benefits and deductions shall be maintained for health, vision, life and dental insurance, vacation and sick leave accrual, deferred compensation and retirement credit as if the employee had worked their normal schedule.

Base salary shown on the salary schedules in the respective MOU or Salary Resolution, shall not be adjusted for MTO purposes. Instead, a "deduction" to salary will be the method used to generate MTO savings. Retirement contributions made by the County/Employee for active employees are not affected by the MTO Program. Also, computations used for final compensation for employees retiring are not affected by the MTO Program.

Since the MTO pay reduction is spread out during multiple pay periods, resulting in employees being in a pay status for all hours including the MTO, the hourly cash allowance is not impacted and will be paid for all hours in a pay status. Hours not in a pay status (unpaid and non-MTO hours) shall be treated the same as current practices.

MTO shall apply toward time in service for retirement, completion of probation, eligibility for merit increases and toward seniority.

Employees on MTO may only be assigned to work overtime in case of emergencies. In the event an employee is required to work on a previously scheduled MTO day, shift hours worked will be considered regular hours worked and the employee will be rescheduled for a future MTO day.

Department Conditions

In order to achieve the desired savings from the MTO program, there shall be no backfilling of furloughed employees by utilizing extra-help employees, temporary registry/agency employees, contractors, volunteers, students, trainees, interns, or volunteer auxiliary during the applicable fiscal year. An exception may be permitted when the furloughed employee and all qualified employees have declined an offer or are unavailable to work a furlough day or in cases where extra-help is regularly used to cover "fixed post" positions.

Vacation and Compensatory Time Buyback

Vacation and compensatory time buybacks for fiscal year 2010/2011 shall be suspended except for any employee who commits in writing to resign, retire, resign and defer retirement or who is laid off during fiscal year 2010/2011. The buyback shall be reversed if the separation did not occur as scheduled.

Vacation and compensatory time buybacks for fiscal year 2011/2012 shall be suspended except for any employee who commits in writing to resign, retire, resign and defer retirement or who is laid off during fiscal year 2011/2012. The buyback shall be reversed if the separation did not occur as scheduled.

Vacation and Compensatory Time Off Negotiated Maximums

Vacation Accrual for fiscal year 10/11:

Maximum vacation accumulation shall be raised by 64 hours (above MOU stated limits) during the 2010/2011 fiscal year.

Vacation Accrual for fiscal year 11/12:

Maximum vacation accumulation shall remain raised by 40 hours (above MOU stated limits) during the 2011/2012 fiscal year.

Vacation Accrual for fiscal year 12/13:

Normal vacation accumulation maximums will be reinstated the first pay date of fiscal year 2012/2013.

Employees will not lose any vacation hours accrued above the MTO adjusted caps, however, additional vacation hours will not accrue until the vacation accrual balance falls below the established MOU cap for the corresponding fiscal year.

Compensatory Time Off (CTO) For fiscal year 10/11:

Compensatory time off (CTO) accrual limits shall be raised to 144 (64 hours above MOU stated limits) through the last pay period of the 2010/2011 fiscal year.

Compensatory Time Off (CTO) For fiscal year 11/12:

Maximum CTO accumulation shall drop back to 120 hours (40 hours above MOU stated limits) during the 2011/2012 fiscal year.

Compensatory Time Off (CTO) For fiscal year 12/13:

Normal CTO accumulation maximums will be reinstated the first pay date of fiscal year 2012/2013. CTO accumulated in excess of the reinstated maximums must be used on or before the last pay period of the fiscal year 2012/2013. At the end of fiscal year 12/13, any remaining accrued CTO hours, above the MOU stated limits will be paid to the employee.

MTO Program Details

Pay Deductions - Amortization

Deductions in pay for all MTO hours shall be amortized over multiple pay periods in the corresponding fiscal year and will be determined by the number of pay periods remaining after adoption. The deduction each pay period will allow for payment of the employee consistently throughout the year, including the closure periods. Each participating employee shall receive their normal paycheck, less the MTO deduction. The deduction will be prorated for part-time employees.

MTO Accounts and Balances

Payroll will set up accounts for each employee for MTO **accumulated** each pay period by payroll deduction, and MTO **taken** which will be credited each pay period for Holiday Closure or floating MTO days taken.

It is the Department's responsibility to monitor, authorize and schedule MTO days to ensure employees are given the opportunity to take the full number of MTO hours assigned per fiscal year, and that employees do not exceed the full number of MTO hours assigned per fiscal year through the last full pay period of the corresponding fiscal year.

At the close of the 2011/2012 fiscal year any balance in the MTO accumulated account (MTO due to the employee) will remain in the employee's account to be taken during following fiscal years until depleted. Employees must use any accumulated MTO prior to using vacation or compensatory time off.

If at the close of the 2011/2012 fiscal year any employees with a balance remaining in the MTO taken account (MTO owed to the County), MTO deductions will continue into the next fiscal year until the balance is offset.

MTO shall be prorated for part-time employees based upon their FTE (full-time equivalent). The goal of the amortized reductions is to accrue the necessary salary saving equitably over the same multiple pay periods.

Amortized MTO hours shall continue to apply to periods of vacation, holiday, compensatory time off, or sick leave hours taken.

MTO Deduction - New Employees

New Full time employees hired will have the same amortized deduction as all other County employees. New employees shall be required to take a prorated number of MTO hours during the fiscal year, to be determined based on their date of hire.

MTO for part-time employees shall be prorated based upon their FTE (full-time equivalent).

Holiday Closure – Alternative Work Schedules

Employees who have a regularly scheduled day off due to their alternative work schedule during any Holiday Closure period shall still be required to take the full number of hours of MTO off by the end of the corresponding fiscal year.

Holiday Pay

Full-Time employees on MTO shall receive eight hours of holiday pay for each holiday, as provided in the applicable MOU or the Salary Resolution. Pro-ration applies for part-time employees. Neither the MTO deduction nor the mandatory time off shall reduce the number of hours used to calculate the pro-ration of holidays for part-time employees.

MTO - Terminating Employees

Employees who were not released from duty during the Holiday Closures and separate from County service shall be paid for any accrued MTO hours not taken at their current rate of pay. If a negative balance exists in the MTO account, employees shall have an amount deducted from their final paycheck equal to the negative balance of hours times their current base hourly rate of pay.

Employee's who transfer to a bargaining unit or department that is not participating in an MTO program shall be required to use the hours accumulated prior to the last pay period of the applicable fiscal year.

Employees Laid Off – Eligible for Severance

If an employee receives a lay off notice, and is eligible for a severance period that includes any of the Holiday Closure or scheduled floating MTO days, the time will not be charged to MTO, vacation, sick leave, or CTO. Any MTO accrued but unused balances will be paid to the employee at time of lay off.

Holiday Closures - Employees with periods of Leave Without Pay (LWOP)

Employees requesting LWOP during the applicable fiscal year must exhaust any amortized MTO accumulated prior to going into an unpaid status. Employees returning to paid status will have the same MTO deduction taken as regular County employees (pro-rated based on FTE). Each time the employee goes on leave, any MTO accumulated balances will be depleted so there is a zero (0) balance before any other paid or unpaid leave is used.

Any balances remaining at the end of the fiscal year will be reconciled as stated above. (MTO Accounts and Balances)

Workers Compensation Leave

MTO provisions do not apply to employees on Worker's Compensation leave due to an industrial illness or injury.

If an employee is receiving temporary disability payments during any Holiday Closure and would have been unable to work due to an industrial injury or illness, they will be permitted to utilize accrued but unused time off prior to the end of the fiscal year.

Long Term Disability

Earnings for employees on Long Term Disability will be based on regular salary and not be reduced by the amounts deducted for MTO.

Floating Mandatory Time Off and 24/7 Operations

The County shall be closed for business for a total of 40 hours in fiscal year 2010/11 (the 3 Floating MTO days in fiscal year 2010/2011 may result in a departmental closure, at the department head's discretion), and 40 hours in fiscal year 2011/12, as stated above.

Employees in operations that cannot completely close for Holiday Closure and who take all MTO as floating MTO days (64 hours in fiscal year 2010/11 and 40 hours in fiscal year 2011/12) shall be treated in the same manner as described for the Holiday Closure as stated herein. The only difference is that an employee who works during the Holiday Closure will take all MTO as floating MTO days.

Due to operational needs there are exceptions to the general closure of County Departments where special circumstances are required to maintain mandated coverage. For those departments that must operate during all or some of the closure period and for departments that must operate 24 hours a day 7 days per week, participation in the MTO program is still required.

It is the intent of this policy to maximize MTO savings while minimizing the use of overtime, standby, or callback to backfill vacant positions.

Scheduling of Floating MTO days

Employees designated to work during any portion of the Holiday Closures will have until the end of the corresponding fiscal year to take off the hours of MTO. Deductions in pay for all hours of MTO will be amortized over multiple pay periods in the corresponding fiscal year. MTO will be used in increments of the length of one of the employee's regular shifts or less and scheduled with the approval of their supervisor. MTO shall be used before any vacation or compensatory time off, until all MTO hours have been exhausted.

Employees taking floating MTO will be provided the same protections with respect to level of benefits deductions, vacation and sick leave accrual, deferred compensation and retirement credit as employees taking MTO during the closures. MTO taken shall be considered time in pay status for the accrual of benefits and eligibility for overtime and holidays.

APPENDIX F

LETTER OF UNDERSTANDING
COUNTY of SONOMA
AND
SERVICE EMPLOYEES' INTERNATIONAL UNION LOCAL 1021 (SEIU)

The County of Sonoma and SEIU Local 1021 have agreed to the following regarding Sonoma County's Voluntary Time Off Program Effective July 1, 2010:

- 1.) The Service Employees' International Union Local 1021 (SEIU) and the County of Sonoma (County) have agreed to participate in the Voluntary Time Off Program (Attachment B) for fiscal years 2010/2011 and 2011/2012.
- 2.) The Program eligibility requirements and benefits are specified and limited to the VTO Program described in Attachment B.
- 3.) Individual employee grievances concerning the terms and implementation of this program may not be grieved through the grievance procedure of the MOU. In the event the County does not implement the terms of the agreement as written and in accordance with the intent of the parties, the Union may utilize the grievance procedure to file a Union grievance.
- 4.) This Letter of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties whether formal or informal regarding any such matters are hereby superseded or terminated in their entirety.
- 5.) The Union agrees that the County has met its obligation to meet and confer on the contents of this Side Letter agreement.
- 6.) No agreement, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto and, if required, approved and implemented by the County's Board of Supervisors.
- 7.) Nothing in this Letter of Understanding shall be construed to limit, remove, expand or in any way alter the existing or future jurisdiction or authority of the Civil Service Commission as provided in Sonoma County Ordinance No. 305-A as amended or as provided in the rules adopted in accordance with said ordinance.
- 8.) The waiver of any breach, term or condition of this Letter of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

/s/ Sue Oszewski

SEIU Local 1021

/s/ Fran Buchanan

County of Sonoma

(Signed Document on File with Employee Relations)

VOLUNTARY TIME OFF (VTO) PROGRAM

(Extension of V.T.O. Program through June 30, 2012.)

1. **Purpose:**

The purpose of the Voluntary Time Off program is to mitigate the need for layoffs of employees in a department. This is done by employees in that department reducing their hours worked and their pay on a temporary basis, until funding has improved or staffing levels have been reduced. Employees wishing to work less than their current FTE on a permanent basis are not eligible for this program. Employees wishing to do so should contact their department about a change in the status of their FTE (i.e. become a permanent part time employee).

2. **Request Submission**

- a. An employee wishing to take Voluntary Time Off with out pay (defined as hourly rate) may submit a request for a specific number of hours/days he/she wishes to take as VTO, on the VTO Request Form. The use of VTO is voluntary by the employee and can be withdrawn by the employee at any time. Agreement by the department head to a VTO schedule is voluntary and can be withdrawn by the department at any time.
- b. Joint agreement between the employee and his/her department head or designee is required and shall specify the exact hours/days to be taken off under VTO.

3. **Employee Conditions**

The department head or designee may authorize a permanent or probationary employee Voluntary Time Off without pay with the right to return to the same allocation subject to the following conditions:

- a. VTO shall be considered time in pay status for the accrual of benefits, cash allowance and eligibility for overtime and holidays. The same level of benefits and deductions shall be maintained for health, vision, life and dental insurance, vacation and sick leave accrual and retirement credit. The Employee's base salary shall be reduced for each hour taken as VTO. The hourly cash allowance is paid for all hours in a pay status, thus will not be impacted by VTO hours taken.
- b. VTO may be taken in increments of not less than one-half hour. VTO shall be prorated for part-time employees based upon their regular work schedule (budgeted FTE). Employees may reduce their work schedule by up to 25% of their regular work schedule per pay period (for a full time FTE, the maximum reduction per pay period would be 20 hours).
- c. VTO shall apply toward time in service for retirement, completion of probation, eligibility for merit increases and toward seniority.
- d. VTO shall be granted without requiring employees to first use accumulated vacation or compensatory time off.
- e. VTO shall be available only to employees who are in pay status the entire work day before the beginning of the VTO, as well as the entire work day after the completion of VTO.
- f. VTO shall not be available to employees on other leaves without pay.
- g. VTO is contingent upon approval of the department head. Department heads may decline to agree for any reason. Approval must be received at least 5 days in advance of the requested dates, and completed before the expiration of the VTO Program.
- h. Employees on VTO may only be assigned to work overtime in case of emergencies.

4. Department Conditions

- a. Any VTO savings will remain within the department in which the VTO is taken.
- b. Departments by agreeing to an employee's participation in VTO are agreeing that they will not fill vacant positions in their departments in the same classifications and location of those employees that are participating in VTO. Departments may not use extra help in the same classifications and locations of employees they have approved to be in the VTO Program. If at such time, the department intends to fill vacant positions in the classifications participating in VTO, then the department shall suspend current employees' participation in the VTO program. Departments will not assign overtime to any employees in classifications participating in VTO except in emergencies.
- c. Departments will consider, before approving any VTO request, the impact on revenues and reimbursements for VTO hours and only approve VTO requests that save money after taking into consideration the net impact of those revenue reductions.

5. Term

This program will expire on June 30, 2012

6. Communication

- a. The County and employee organizations may develop and distribute literature to represented employees that publicizes and explains the VTO program.

APPENDIX G

SIDE LETTER AGREEMENT EFFECTIVE FOR THE PERIOD OF July 13, 2010 through August 31, 2012 (unless otherwise noted below). **COUNTY OF SONOMA & SEIU 1021**

June 30, 2010

The County of Sonoma and SEIU, 1021 met and conferred concerning the following issues and the parties agree to the following provisions contained in this Side Letter of Agreement to the MOU for the period of July 13, 2010 to August 31, 2012 (unless otherwise noted below):

1. If any represented group of employees receives a cost of living adjustment (COLA) during the term of this contract only, July 13, 2010 through August 31, 2012, the same COLA will be provided to employees represented by SEIU.
- 2.. The County will review the Special Assessment Supervisor position as compared to the Accountant I and provide an analysis prior to ratification of the agreement.
3. No later than 90 days after ratification of this MOU and adoption by the Board, the County will initiate a safety audit of the Property and Evidence section and address any safety issues that are identified.
4. If legally permissible, the County will add language to the MOU which provides that employees who are laid off and then restored as defined by Civil Service rules, will be eligible to include service prior to the layoff for the purpose of meeting the 10 consecutive years of service requirement for retiree medical eligibility.
5. Sonoma County Agricultural Preservation and Open Space District employees are covered by all of the MOU provisions except for Discipline and Layoff and Restoration. Within 10 days of the ratification of the agreement and adoption by the Board, the parties will schedule a meeting to develop a process and timeline for resolving these issues.
6. No later than 90 days after Union ratification and Board approval of this MOU, the County agrees to establish a Countywide Joint Labor Management Committee for the purpose of discussing issues that have County-wide impact. The initial issue which shall be discussed is the use of extra-help. The parties shall determine ground rules at the first meeting for this JLMC.
7. The parties agree to establish a committee to address retirement program costs for future employees.
8. The Union agrees that the County has met its obligation to meet and confer on the contents of this side letter agreement.
9. Any other prior or existing understanding or agreements by the parties whether formal or informal regarding the matters specified herein that contradicts this agreement are hereby superseded or terminated in their entirety.
10. No agreement, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto and, if required, approved and implemented by the County of Sonoma's Board of Supervisors.

11. The waiver of any breach, term or condition of this successor Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

12. Nothing in this agreement shall be construed to limit, remove, expand, or in any way alter the existing or future jurisdiction or authority of the Civil Service Commission as provided in Sonoma County Ordinance No. 305-A as amended or as provided in the rules adopted there under.

/s/ Fran Buchanan

/s/ Sue Oszewski

For the County of Sonoma

For the SEIU 1021

(Signed Document on File with Employee Relations)

APPENDIX H

Domestic Partner Defined

The term "domestic partner" as used in the MOU is based on the definition below:

A "domestic partnership" shall exist between two persons, one of whom is an employee of the County, covered by this Memorandum of Understanding, regardless of their gender and each of them shall be the "domestic partner" of the other if they both complete, sign, and cause to be filed with the County an "Affidavit of Domestic Partnership" attesting to the following:

- a. the two parties reside together and share the common necessities of life;
- b. the two parties are not married to anyone, eighteen years or older, not related by blood closer than would bar marriage in the State of California, and mentally competent to consent to contract and are not acting under fraud or duress;
- c. the two parties declare that they are each other's sole domestic partner and they are responsible for their common welfare;
- d. the two parties agree to notify the County in writing if there is a change of circumstances attested to the affidavit; and
- e. the two parties affirm, under penalty of perjury, that the assertions in the affidavit are true to the best of their knowledge.

Termination. A member of a domestic partnership may provide notice of the end of said relationship by filing a statement with the County. In the statement, the person filing must affirm, under penalty of perjury, that 1) the partnership is terminated and 2) a copy of the termination statement has been mailed to the other partner.

New Statements of Domestic Partnership. No person who has filed an affidavit of domestic partnership may file another such affidavit until six months after a statement of termination of the previous partnership has been filed with the County. This requirement does not apply if the earlier domestic partnership ended because of the death of either partner.

APPENDIX I

SIDE LETTER AGREEMENT –ANIMAL CONTROL OFFICER
EFFECTIVE FOR THE PERIOD OF July 13, 2010 through August 31, 2012
COUNTY OF SONOMA & SEIU 1021

June 30, 2010

The County of Sonoma and SEIU, 1021 met and conferred concerning the following issue and the parties agree to the following provisions contained in this Side Letter of Agreement to the MOU for the period of July 13, 2010 to August 31, 2012.

The County will not require an Animal Control Officer to provide weapons training.

The Union agrees that the County has met its obligation to meet and confer on the contents of this side letter agreement.

Any other prior or existing understanding or agreements by the parties whether formal or informal regarding the matters specified herein that contradicts this agreement are hereby superseded or terminated in their entirety.

No agreement, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto and, if required, approved and implemented by the County of Sonoma's Board of Supervisors.

The waiver of any breach, term or condition of this successor Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

Nothing in this agreement shall be construed to limit, remove, expand, or in any way alter the existing or future jurisdiction or authority of the Civil Service Commission as provided in Sonoma County Ordinance No. 305-A as amended or as provided in the rules adopted there under.

/s/ Fran Buchanan

/s/ Sue Oszewski

For the County of Sonoma

For the SEIU 1021

(Signed Document on File with Employee Relations)

Resolution No.

**County of Sonoma
Santa Rosa, CA 95403**

Date: 7/13/2010

Concurrent Resolution Of The Board Of Supervisors Of The County Of Sonoma, The Board Of Directors Of The Sonoma County Water Agency, The Board Of Commissioners Of The Community Development Commission, The Board Of Directors Of The Sonoma County Agricultural Preservation And Open Space District, And The Board Of Directors Of The Northern Sonoma County Air Pollution Control District, Approving The Memorandum Of Understanding Between The County Of Sonoma And The Service Employees International Union, 1021 For The Period Of July 13, 2010 Through August 31, 2012.

Whereas, the Service Employees' International Union 1021 (S.E.I.U.) is a recognized employee organization representing employees in clerical non-supervisory, services and technical support, maintenance non-supervisory, social services non-supervisory, nursing services non-supervisory, and supervisory

Whereas, the County met and conferred with representatives of the Union to negotiate a successor Memorandum of Understanding (M.O.U.)

Whereas, the County and S.E.I.U. negotiators have reached a tentative agreement on the terms of the new M.O.U

Whereas, the S.E.I.U membership voted and ratified the terms of the tentative agreements to be recommended to the Board of Supervisors for approval

Whereas, the terms and conditions of the tentative agreements are within the prescribed authority of this Board

Whereas, the County has satisfied its obligation under Government Code Section 3505 and the County Employee Relations Policy to meet and confer over the terms and conditions of employment contained in the recommended successor M.O.U.

Now, Therefore, Be It Resolved, that this Board hereby approves the Tentative Agreements setting the terms and conditions of the successor M.O.U. between the County and the S.E.I.U which is attached and incorporated by reference herein

Be It Further Resolved that the terms and conditions of the M.O.U. shall be in full force and effect from July 13, 2010 through August 31, 2012, except as specified otherwise in the M.O.U.

Be It Further Resolved that it is not the intent of. this Board in approving these M.O.U.s to change, modify, or repeal in any way any of the existing rules of the Sonoma County Civil Service Commission nor to diminish and remove from the Commission any of its jurisdiction under Ordinance

No. 305-A or the Commission's Rules adopted therefore; and

Be It Further Resolved that it is not the intent of this Board in approving these M.O.U.s to change, modify, or repeal in any way any of the existing rules of the Sonoma Retirement Board nor to diminish or remove from the Board any of its jurisdiction under the 1937 County Employee's Retirement Act; and

Finally, Be It Resolved that the County Administrator and the Acting Director of Human Resources have the authority to take any necessary administrative actions to implement the provisions of this resolution.

Supervisors:

Kerns:	Zane:	Kelley:	Carrillo:	Brown:
Ayes:	Noes:	Absent:	Abstain:	

So Ordered.

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